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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DAVID TRINDADE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

REACH MEDIA GROUP, LLC, a Delaware
limited liability company,

Defendant.

Case No. 5:12-cv-04759 (PSG)

**DECLARATION OF BENJAMIN H.
RICHMAN IN SUPPORT OF MOTION
FOR ENTRY OF DEFAULT JUDGMENT**

Judge: Honorable Paul Singh Grewal
Action Filed: September 12, 2012

REACH MEDIA GROUP, LLC, a Delaware
limited liability company,

Third-Party Plaintiff,

v.

RYAN LENAHAAN, individually, KYLE
DANNA, individually, and EAGLE WEB
ASSETS INC., an Illinois corporation,

Third-Party Defendants.

1 Pursuant to 28 U.S.C. § 1746, I hereby declare and state as follows:

2 1. I am over the age of eighteen and am fully competent to make this declaration. I
3 make this declaration based upon personal knowledge unless otherwise indicated. If called upon to
4 testify to the matters stated herein, I could and would do so competently.

5 2. I am a partner at the law firm of Edelson PC, which has been retained to represent
6 the named Plaintiff in this matter, David Trindade.

7 3. Shortly after the filing of Defendant Reach Media Group, LLC's ("RMG") Answer
8 and Cross-Complaint, Trindade served his first set of written discovery requests to RMG, including
9 interrogatories, requests for production, and requests for admission.

10 4. RMG ultimately provided written responses to Trindade's written discovery
11 requests, but did not produce responsive documents.

12 5. In early 2013, I, along with my colleagues Rafey S. Balabanian and Christopher L.
13 Dore, also of Edelson PC, began discussions (via telephone and e-mail correspondence) with then
14 counsel of record for RMG, Albert E. Hartmann and Vishali Singal of DLA Piper LLP, regarding
15 the potential for an early resolution of the case. Unfortunately, after several months of back and
16 forth, communications between the Parties ceased.

17 6. Thereafter, RMG's attorneys withdrew as counsel of record and since then, RMG
18 has not produced any additional information or documents in response to Trindade's discovery
19 requests, nor has it indicated that it intends to retain new counsel or defend itself in this matter.

20 7. Attached hereto as Exhibit 1-A is a true and accurate copy of Defendant Reach
21 Media Group, LLC's Objections and Responses to Plaintiff David Trindade's First Set of
22 Interrogatories.

23 8. Attached hereto as Exhibit 1-B is a true and accurate copy of Defendant Reach
24 Media Group, LLC's Objections and Responses to Plaintiff David Trindade's First Set of Requests
25 for the Production of Documents.

26 9. Attached hereto as Exhibit 1-C is a true and accurate copy of Defendant Reach
27
28

1 Media Group, LLC's Objections and Responses to Plaintiff David Trindade's First Set of Requests
2 to Admit Facts.

3 * * *

4 I declare under penalty of perjury that the foregoing is true and correct.
5 Executed this 14th day of May 2014 at Chicago, Illinois.

6 /s/ Benjamin H. Richman
7 Benjamin H. Richman
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Exhibit 1-A

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

DAVID TRINDADE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

REACH MEDIA GROUP, LLC, a
Delaware limited liability company,

Defendant.

REACH MEDIA GROUP, LLC, a
Delaware limited liability company,

Third-Party Plaintiff,

v.

RYAN LENAHAAN, individually, KYLE
DANNA, individually, and EAGLE WEB
ASSETS INC., a corporation,

Third-Party Defendants.

CASE NO 5:12-CV-04759 (PSG)

(Complaint Filed: September 12, 2012)

**DEFENDANT REACH MEDIA GROUP,
LLC'S OBJECTIONS AND RESPONSES
TO PLAINTIFF DAVID TRINDADE'S
FIRST SET OF INTERROGATORIES**

1 PROPOUNDING PARTY: PLAINTIFF DAVID TRINDADE
 2 RESPONDING PARTY: DEFENDANT REACH MEDIA GROUP, LLC
 3 SET NO.: ONE

4 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant Reach
 5 Media Group, LLC ("RMG") hereby provides the following objections and responses to the First
 6 Set of Interrogatories ("Interrogatories") propounded by Plaintiff David Trindade ("Plaintiff").

7 PRELIMINARY STATEMENT

8 RMG has not yet completed its discovery or investigation in this case nor has RMG
 9 completed preparation for trial. The objections and responses of RMG herein are based on the
 10 information available as of the date of these objections and responses. Further discovery,
 11 investigation, and analysis may supply additional facts and add meaning to known facts, as well
 12 as establish entirely new factual conclusions and legal contentions, all of which may lead to
 13 changes to, additions to, or variations from the information set forth herein. RMG reserves the
 14 right to amend or supplement, correct, add to, or clarify any of these responses and objections
 15 accordingly, or in the case of inadvertent error or omission, at any time through trial.
 16 Notwithstanding the foregoing, RMG undertakes no obligation to amend its responses beyond the
 17 requirements of the Federal Rules of Civil Procedure.

18 GENERAL OBJECTIONS

19 A. RMG objects to the Interrogatories to the extent that they call for the production of
 20 confidential, proprietary, and/or trade secret information. RMG will not produce confidential
 21 information except pursuant to a protective order entered in this case, and it will not produce trade
 22 secret information unless ordered to do so by a court.

23 B. RMG objects to the Interrogatories to the extent that they seek disclosure of the
 24 content of communications between RMG and its legal counsel, on the ground that such
 25 information is protected by the attorney-client privilege.

26 C. RMG objects to the Interrogatories to the extent that they seek information
 27 prepared in anticipation of litigation in this case, or information prepared by RMG's legal counsel
 28 and/or legal consultants, on the ground that such information is protected under the work-product

1 doctrine.

2 D. RMG objects to the Interrogatories to the extent that they seek information that is
3 subject to any legally recognized privilege or exemption from disclosure or discovery.

4 E. RMG objects to the Interrogatories to the extent that they call for the production of
5 documents or information relating to documents or information created, gathered, or assembled
6 by RMG or its attorneys after the filing of this lawsuit.

7 F. RMG objects to the Interrogatories to the extent that they purport to impose
8 obligations beyond those provided for by the Federal Rules of Civil Procedure.

9 G. RMG objects to the Interrogatories to the extent that they seek information that is
10 not relevant to the subject matter of this action and not reasonably calculated to lead to the
11 discovery of admissible evidence.

12 H. RMG objects to the Interrogatories on the grounds that they are compound and
13 thereby exceed the limit of twenty-five written interrogatories imposed by Federal Rule of Civil
14 Procedure 33(a)(1), absent stipulation or an order by the court. Plaintiff has circumvented that
15 limitation by serving interrogatories with numerous parts and subparts.

16 I. RMG objects to the Interrogatories to the extent that they seek information that is
17 not in RMG's possession, custody or control, and/or purport to require RMG to conduct an
18 investigation that Plaintiff is equally capable of conducting without imposing the burden or
19 expense of such discovery on RMG.

20 J. RMG objects to Plaintiff's definitions of "COMPUTER" and "COMPUTER
21 EQUIPMENT" as overly broad and unduly burdensome as it seeks to include all data processing
22 equipment without regard to whether the storage device, computing platform, server or other
23 equipment bears any relationship to the storage of responsive information in this matter.

24 K. RMG objects to Plaintiff's definition of "COMPUTER SYSTEM" as overly broad
25 and unduly burdensome as it seeks to include all network infrastructure, data processing
26 equipment and computer support systems without regard to whether the storage device, network,
27 computing platform, server or other equipment bears any relationship to the storage of responsive
28 information in this matter. Further, this definition is overly broad and unduly burdensome in that

1 it requires the responding party to search computer systems of “YOUR subsidiaries, predecessors,
2 successors, assigns, joint ventures, partners, parents, agents, or affiliates (in this country or
3 throughout the world)”.

4 L. RMG objects to the term “ESI METADATA” as undefined, vague and ambiguous
5 as it does not define the categories of metadata requested. Further, RMG objects to this term to
6 the extent it calls for information protected by the attorney-client privilege and attorney work
7 product doctrine.

8 M. RMG objects to Plaintiff’s definitions of “PROPOSED CLASS” and
9 “PROPOSED CLASS MEMBERS” as vague, ambiguous and unascertainable. Accordingly,
10 RMG is unable to respond to these Interrogatories to the extent they seek information about the
11 “PROPOSED CLASS” or “PROPOSED CLASS MEMBERS”, as defined by these
12 Interrogatories.

13 N. RMG objects to Plaintiff’s definition of “RELEVANT TIME PERIOD”,
14 specifically “the time period between September 12, 2008 and the present” as overly broad and
15 unduly burdensome, and not limited in time or scope to reasonably relate to the material
16 allegations in this lawsuit or reasonably calculated to lead to the discovery of admissible
17 evidence. Accordingly, RMG will respond to these Interrogatories only to the extent that they
18 include the four years preceding the filing of this lawsuit, specifically from September 12, 2008 to
19 September 12, 2012.

20 O. RMG objects to Plaintiff’s definition of “TCPA” as overly broad and vague. RMG
21 further objects to Plaintiff’s definition of “TCPA” to the extent it improperly seeks a legal
22 conclusion. Accordingly, RMG will respond to these Interrogatories only to the extent that the
23 term “TCPA” (Telephone Consumer Protection Act) refers to 47 U.S.C. § 227 and does not call
24 for a legal conclusion.

25 P. RMG objects to Plaintiff’s definitions of “TEXT MESSAGE” and “TEXT
26 MESSAGES” as overly broad and unduly burdensome, and not limited in time or scope to
27 reasonably relate to the material allegations in this lawsuit or reasonably calculated to lead to the
28 discovery of admissible evidence. Accordingly, RMG will respond to these Interrogatories only

1 to the extent that the terms "TEXT MESSAGE" and "TEXT MESSAGES" are interpreted to
2 mean the SMS text message identified in Paragraph 17 and the SMS text message content
3 identified in Paragraph 20 of the Class Action Complaint.

4 Q. RMG objects to Plaintiff's definitions of "TRANSMIT", "TRANSMITTED," and
5 "TRANSMISSION" as overly broad and unduly burdensome, and not limited in time or scope to
6 reasonably relate to the material allegations in this lawsuit or reasonably calculated to lead to the
7 discovery of admissible evidence. Accordingly, RMG will respond to these Interrogatories only
8 to the extent that the terms "TRANSMIT," "TRANSMITTED," and "TRANSMISSION" are
9 interpreted to mean "mak[ing] any call" "using any automatic telephone dialing system or an
10 artificial or prerecorded voice" as used in 47 U.S.C. § 227(b)(1)(A).

11 R. RMG objects to Plaintiff's definitions of "YOU", "YOUR", "DEFENDANT" and
12 "REACH MEDIA" as overly broad and unduly burdensome, and not limited in time or scope to
13 reasonably relate to the material allegations in this lawsuit or reasonably calculated to lead to the
14 discovery of admissible evidence. Accordingly, RMG will respond to these Interrogatories only
15 to the extent that the terms "YOU", "YOUR", "DEFENDANT" and "REACH MEDIA" are
16 interpreted to mean Reach Media Group, LLC, and all its present and former officers, directors,
17 and employees.

18 S. RMG objects to these Interrogatories as unduly burdensome to the extent they
19 require RMG to prepare a compilation, abstract, audit or summary from documents already in
20 Plaintiff's possession or documents produced to Plaintiff.

21 T. RMG responds to these Interrogatories without waiving any objections to
22 relevance, privilege, or admissibility of any information provided by RMG in any subsequent
23 proceeding, or at the trial of this or any other action.

24 U. By its responses, RMG does not indicate its agreement with Plaintiff's
25 characterizations or express or implied assumptions, and does not make any admission that it
26 participated in any conduct alleged by Plaintiffs or otherwise violated the TCPA, or that
27 Plaintiff's interpretations of the TCPA are true and complete.

28 V. In responding to an Interrogatory by referring to documents from which

1 information responsive to the Interrogatory may be derived, RMG is not stating or implying that
 2 only those documents identified contain such information, but only that a full and complete
 3 answer to the Interrogatory can be derived, at least in part, from the referenced documents.
 4 Further, documents identified in response to one Interrogatory may also have information
 5 responsive to another Interrogatory whether or not identified in response to that other
 6 Interrogatory.

7 W. Each of the General Objections asserted herein applies to each Interrogatory to the
 8 extent such Interrogatory purports to seek information in a manner that is the subject of such
 9 objections. The assertion of the same, similar or additional objections in RMG's responses to
 10 individual Interrogatories, or the failure to assert any additional objection to an Interrogatory,
 11 does not waive any of RMG's objections set forth in this section or the following sections.

12 INTERROGATORIES AND RESPONSES

13 INTERROGATORY NO. 1:

14 IDENTIFY all PERSONS who participated in or supplied information upon which YOUR
 15 answers to these Interrogatories, YOUR responses to Plaintiff's First Set of Requests for the
 16 Production of Documents to Defendant Reach Media Group, LLC, and Plaintiff's First Set of
 17 Requests to Admit Facts to Defendant Reach Media Group, LLC, as well as YOUR Answer and
 18 Affirmative Defenses to the COMPLAINT and YOUR THIRD-PARTY COMPLAINT are based.

19 RESPONSE TO INTERROGATORY NO. 1:

20 RMG objects to this Interrogatory as compound, overly broad, and unduly burdensome.
 21 RMG further objects to this Interrogatory as overly broad in its use of the term "YOUR" as
 22 defined in these Interrogatories, and as vague and ambiguous in its use of the undefined phrases
 23 "participated in" and "supplied information upon." RMG also objects to this Interrogatory to the
 24 extent it seeks information protected by the attorney-client privilege and/or work product
 25 doctrine. Subject to and without waiving the foregoing objections or the Preliminary Statement
 26 and the General Objections, which are incorporated herein by reference, RMG responds as
 27 follows:

28 The following individuals, by and through their counsel of record, provided information

upon which RMG's answers to these Interrogatories, responses to Plaintiff's First Set of Requests for the Production of Documents to RMG, responses to Plaintiff's First Set of Requests to Admit Facts to RMG, Answer to the Class Action Complaint, Affirmative Defenses to the Class Action Complaint, and Third-Party Complaint, are based:

Roger Dowd, President and Chief Executive Officer of RMG

Rick Hoeye, Chief Operating Officer of RMG

Randy Mitchelson, Chief Marketing Officer of RMG

INTERROGATORY NO. 2:

For each PERSON IDENTIFIED in YOUR answer to Interrogatory No. 1 above, state the PERSON'S employer, their position or title, their job duties or responsibilities, the length of time of each such PERSON'S employment, and IDENTIFY the answers, responses or portions of DOCUMENTS that each such PERSON assisted in answering, responding to, drafting or otherwise has knowledge of.

RESPONSE TO INTERROGATORY NO. 2:

RMG objects to this Interrogatory as compound, overly broad, and unduly burdensome. RMG further objects to this Interrogatory as overly broad in its use of the term "YOUR" as defined in these Interrogatories. RMG further objects to this Interrogatory to the extent it is undefined and not limited as to time. RMG also objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Roger Dowd ("Dowd") is the founder and President and Chief Executive Officer of RMG. Dowd has been employed with RMG since RMG was founded in November 2010. Dowd oversees every aspect of RMG's business, including the approval process for every publisher or advertisers who seeks entry into RMG's network, the process for developing the terms of the advertising campaigns offered by RMG, the process for developing the terms of the advertising campaigns offered by RMG, the process for developing the unique advertisements used for each advertising campaign, and the operation of RMG's sales, accounting and human resources

1 departments. Dowd has knowledge of and provided information utilized in RMG's answers to
 2 these Interrogatories, responses to Plaintiff's First Set of Requests for the Production of
 3 Documents to RMG, responses to Plaintiff's First Set of Requests to Admit Facts to RMG,
 4 Answer to the Class Action Complaint, Affirmative Defenses to the Class Action Complaint, and
 5 Third-Party Complaint.

6 Rick Hoeye ("Hoeye") is the Chief Operating Officer of RMG. Hoeye has been employed
 7 with RMG since 2011. Hoeye oversees RMG's nationwide operations, including RMG's day-to-
 8 day operations both internally and externally and the development of RMG's Creatives. Hoeye
 9 has knowledge of and provided information utilized in RMG's answers to these Interrogatories,
 10 responses to Plaintiff's First Set of Requests for the Production of Documents to RMG, and
 11 responses to Plaintiff's First Set of Requests to Admit Facts to RMG.

12 Randy Mitchelson ("Mitchelson") is the Chief Marketing Officer of RMG. Mitchelson
 13 has been employed with RMG since 2012. Mitchelson leads marketing operations, sales
 14 operations, product management, and partnership marketing. In the area of marketing operations,
 15 in particular, Mitchelson develops RMG's relationships with media and industry members, and
 16 overseas its market research efforts. Mitchelson has knowledge of and provided information
 17 utilized in RMG's answers to these Interrogatories, responses to Plaintiff's First Set of Requests
 18 for the Production of Documents to RMG, and responses to Plaintiff's First Set of Requests to
 19 Admit Facts to RMG.

20 **INTERROGATORY NO. 3:**

21 IDENTIFY all PERSONS that participated in, created, TRANSMITTED, processed, or
 22 relayed the TEXT MESSAGES. For each PERSON so IDENTIFIED, DESCRIBE their role in
 23 the participation, creation, TRANSMISSION, processing or relaying of the TEXT MESSAGES.

24 **RESPONSE TO INTERROGATORY NO. 3:**

25 RMG objects to this Interrogatory as compound, overly broad, unduly burdensome. RMG
 26 further objects to this Interrogatory as seeking information that is neither relevant to the parties'
 27 claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to
 28 the extent that it calls for the identify of PERSONS who did not "make any call", as that phrase is

defined by the Telephone Consumer Protection Act, 47 U.S.C. § 227(b)(1)(A), and a description of those PERSONS' roles in the "participation, creation, TRANSMISSION, processing or relaying of the TEXT MESSAGES." RMG also objects to this Interrogatory as overly broad in its use of the terms "TRANSMITTED", "TRANSMISSION", and "TEXT MESSAGES", as defined in these Interrogatories, and as vague and ambiguous in its use of the undefined terms "participated in", "participation", "created", "creation", "processed", "processing", "relayed", and "relaying". RMG further objects to this Interrogatory to the extent it seeks information that is not in the possession, custody or control of this responding party. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

One or more Third-Party Defendants in this action may have made the call, as that phrase is used in 47 U.S.C. § 227(b)(1)(A)(iii), identified in Paragraph 17 of the Class Action Complaint and/or Third-Party Defendants in this action may have made calls which included the text message language identified in Paragraph 20 of the Class Action Complaint. As set forth in RMG's Third-Party Complaint in this matter, Third-Party Defendants entered into agreements with RMG ("Agreements") under which they were obligated to comply with the Terms and Conditions of the Agreements, including the requirement that they not edit the content of the text message advertisements designed by RMG, also known as RMG's "Creatives", without RMG's written prior approval. RMG is informed and believes, and thereon alleges, that Third-Party Defendants and each of them, independently breached their obligation to comply with the Terms and Conditions by sending text messages to cellular phone numbers which language did not comply with RMG's Creatives and without receiving RMG's prior written approval for any change to the Creatives. To the extent that Third-Party Defendants engaged in such conduct, they were acting outside the control, direction, knowledge, or scope of authority of RMG.

INTERROGATORY NO. 4:

State the total number of the TEXT MESSAGES that were TRANSMITTED to PROPOSED CLASS MEMBERS.

RESPONSE TO INTERROGATORY NO. 4:

RMG objects to this Interrogatory as overly broad and unduly burdensome. RMG further objects to this Interrogatory as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Interrogatory as overly broad in its use of the terms "TEXT MESSAGES" and "TRANSMITTED" as defined in these Interrogatories, and as not readily susceptible to response as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as defined in these Interrogatories. RMG further objects to this Interrogatory to the extent it seeks information that is not in the possession, custody or control of this responding party. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG is unable to respond to this Interrogatory.

INTERROGATORY NO. 5:

DESCRIBE the process by which any PERSON TRANSMITTING the TEXT MESSAGES (INCLUDING EWA, Ryan Lenahan, and Kyle Danna), obtained or came into possession of the cellular telephone numbers belonging to the PROPOSED CLASS MEMBERS.

RESPONSE TO INTERROGATORY NO. 5:

RMG objects to this Interrogatory as overly broad and unduly burdensome. RMG further objects to this Interrogatory as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the terms "TRANSMITTING" and "TEXT MESSAGES" as defined in these Interrogatories, and as not readily susceptible to response as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as defined in these Interrogatories. RMG further objects to this Interrogatory to the extent it seeks information that is not in the possession, custody or control of this responding party. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG is unable to respond to this Interrogatory.

INTERROGATORY NO. 6:

If YOU contend that YOU had prior express consent to TRANSMIT the TEXT MESSAGES to PLAINTIFF or any PROPOSED CLASS MEMBERS, or that prior express consent was obtained by any other PERSON (INCLUDING EWA, Ryan Lenahan, and Kyle Danna), DESCRIBE with particularity the means by which YOU or any other PERSON obtained such prior express consent, and IDENTIFY all DOCUMENTS that support YOUR contention(s).

RESPONSE TO INTERROGATORY NO. 6:

RMG objects to this Interrogatory as compound, overly broad, and unduly burdensome. RMG further objects to this Interrogatory as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Interrogatory as overly broad in its use of the terms "YOU", "YOUR", "TRANSMIT", and "TEXT MESSAGES" as defined in these Interrogatories, and as not readily susceptible to response to the extent its references "PROPOSED CLASS MEMBERS" as RMG is unable to

1 identify the "PROPOSED CLASS MEMBERS" as defined in these Interrogatories. RMG further
 2 objects to this Interrogatory to the extent it seeks information that is not in the possession, custody
 3 or control of this responding party. RMG further objects to this Interrogatory to the extent it
 4 prematurely seeks information regarding "contentions" as responding party has completed its
 5 investigation or discovery. Subject to and without waiving the foregoing objections or the
 6 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 7 RMG responds as follows:

8 One or more of the Third-Party Defendants in this action may have made the call, as that
 9 phrase is used in 47 U.S.C. § 227(b)(1)(A)(iii), identified in Paragraph 17 of the Class Action
 10 Complaint and/or Third-Party Defendants in this action may have made calls which included the
 11 text message language identified in Paragraph 20 of the Class Action Complaint. As set forth in
 12 RMG's Third-Party Complaint in this matter, Third-Party Defendants entered into the
 13 Agreements with RMG under which they were obligated to comply with the Terms and
 14 Conditions of the Agreements. The Terms and Conditions of the Agreements required Third-
 15 Party Defendants to represent and warrant that all their efforts associated with the Agreements
 16 complied with the laws of the United States, and any other laws of any other jurisdictions
 17 applicable to each of them, and that they would not engage in or promote any illegal activities of
 18 any kind in association with the Agreements. RMG is informed and believes, and thereon
 19 alleges, that Third-Party Defendants, and each of them, independently breached their warranties
 20 to RMG by sending text messages to cell phone numbers without the prior express consent of the
 21 called parties, in violation of federal law.

22 **INTERROGATORY NO. 7:**

23 DESCRIBE YOUR relationship to EWA, INCLUDING the manner in which YOU
 24 compensate EWA and the services provided to YOU by EWA.

25 **RESPONSE TO INTERROGATORY NO. 7:**

26 RMG objects to this Interrogatory as compound, overly broad and unduly burdensome.
 27 RMG further objects to this Interrogatory as overly broad in its use of the term "YOU" as defined
 28 in these Interrogatories and that it is not limited by time period. RMG also objects to this

1 Interrogatory as seeking information that is neither relevant to the parties' claims or defenses nor
2 reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks
3 information about the manner in which RMG compensates Third-Party Defendant Eagle Web
4 Assets, Inc. ("EWA"). Subject to and without waiving the foregoing objections or Preliminary
5 Statement and the General Objections, which are incorporated herein by reference, RMG
6 responds as follows:

7 On or around July 20, 2012, EWA entered into an Agreement with RMG to publish
8 RMG's uniquely designed advertisements, called RMG's "Creatives". This Agreement required
9 that EWA "display the Advertisement and perform lead generation services described in the
10 attached Insertion Order." (Third Party Complaint ("TPC"), Ex. A, ¶ 1.) The Agreement further
11 specified that any editing of RMG's Creatives was "strictly prohibited, without prior written
12 approval from Reach Media Group." (Id., ¶ 4.) Indeed, any violation of this prohibition would
13 result in the loss of payment per lead basis, pursuant to the Agreement. (Id.) Subsequently, on or
14 around July 21, 2012, EWA agreed to publish advertisements for RMG's Cash Advance Diamond
15 – WEB/WAP campaign and on or around August 27, 2012, EWA agreed to publish
16 advertisements for the Quick Cash Money Loan – WEB/WAP campaign, as well. On or around
17 August 31, 2012, RMG suspended EWA as a publisher.

18 Terms and conditions, including payment terms, for all RMG affiliates are governed by
19 the RMG "Direct Publisher Agreement". RMG affiliates are paid on a cost-per-action (CPA)
20 basis as outlined in section 3a of the Direct Publisher Agreement. In addition, an Insertion Order
21 is completed between RMG and the affiliate which serves as an addendum to the "Direct
22 Publisher Agreement". The Insertion Order typically contains additional details such as payment
23 terms (monthly, weekly net terms, etc.), price (CPA) and other campaign specific details. In
24 order to receive payment, affiliates send RMG a W9 and invoices based on reporting that RMG
25 provides to affiliates. In turn, RMG pays invoices which are in compliance with the terms and
26 conditions of all agreements between RMG and the affiliate. Payment terms can be changed
27 during the course of a campaign by executing an additional Insertion Order commemorating the
28 new terms.

INTERROGATORY NO. 8:

DESCRIBE YOUR relationship to Ryan Lenahan, INCLUDING the manner in which YOU compensate Ryan Lenahan and the services provided to YOU by Ryan Lenahan.

RESPONSE TO INTERROGATORY NO. 8:

RMG objects to this Interrogatory as compound, overly broad and unduly burdensome. RMG further objects to this Interrogatory as overly broad in its use of the term "YOU" as defined in these Interrogatories and that it is not limited by time period. RMG also objects to this Interrogatory as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks information about the manner in which RMG compensates Third-Party Defendant Ryan Lenahan ("Lenahan"). Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

On or about July 11, 2012, Lenahan submitted an online application and agreed to the Terms and Conditions to publish RMG's pre-approved and uniquely designed advertisements, called RMG's "Creatives" ("Agreement"). This Agreement required that Lenahan "display the Advertisement and perform lead generation services described in the attached Insertion Order." (TPC, Ex. A, ¶ 1.) The Agreement further specified that any editing of RMG's Creatives was "strictly prohibited, without prior written approval from Reach Media Group." (*Id.*, ¶ 4.) Indeed, any violation of this prohibition would result in the loss of payment per lead basis, pursuant to the Agreement. (*Id.*) Upon submitting an application to join RMG's network, Lenahan was approved as a publisher on or about July 11, 2012. Once his account was approved, Lenahan was permitted to select campaigns on RMG's network for which he wanted to publish. Once he selected campaigns, he automatically received emails with the content of the approved Creatives for those campaigns. On or about August 9, 2012, Lenahan signed an Insertion Order identifying only the following campaigns for which he was to publish text message advertisements: (1) Auto Loan Professionals, (2) Cash Advance Diamond, (3) Central Payday Advance, (4) Honest Cash

1 Loan, (5) Huge Cash Advance, (6) Instant Cash Express, (7) Mobile Cash Source, and (8) Second
2 Chance Cash Advance.

3 Lenahan received special instructions regarding the text message advertisements he was to
4 send. Those instructions specified, among other things, that bank names, amounts over \$1000,
5 and the phrase “cash in 2 hours” were not permitted in the text messages. Furthermore, those
6 instructions specified that the text message advertisements must include opt-out language. On or
7 about August 26, 2012, Lenahan was suspended as an RMG publisher.

8 Terms and conditions, including payment terms, for all RMG affiliates are governed by
9 the RMG “Direct Publisher Agreement”. RMG affiliates are paid on a cost-per-action (CPA)
10 basis as outlined in section 3a of the Direct Publisher Agreement. In addition, an Insertion Order
11 is completed between RMG and the affiliate which serves as an addendum to the “Direct
12 Publisher Agreement”. The Insertion Order typically contains additional details such as payment
13 terms (monthly, weekly net terms, etc.), price (CPA) and other campaign specific details. In
14 order to receive payment, affiliates send RMG a W9 and invoices based on reporting that RMG
15 provides to affiliates. In turn, RMG pays invoices which are in compliance with the terms and
16 conditions of all agreements between RMG and the affiliate. Payment terms can be changed
17 during the course of a campaign by executing an additional Insertion Order commemorating the
18 new terms.

19 **INTERROGATORY NO. 9:**

20 DESCRIBE YOUR relationship to Kyle Danna, INCLUDING the manner in which YOU
21 compensate Kyle Danna and the services provided to YOU by Kyle Danna.

22 **RESPONSE TO INTERROGATORY NO. 9:**

23 RMG objects to this Interrogatory as compound, overly broad and unduly burdensome.
24 RMG further objects to this Interrogatory as overly broad in its use of the term “YOU” as defined
25 in these Interrogatories and that it is not limited by time period. RMG also objects to this
26 Interrogatory as seeking information that is neither relevant to the parties’ claims or defenses nor
27 reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks
28 information about the manner in which RMG compensates Third-Party Defendant Kyle Danna

1 (“Danna”). Subject to and without waiving the foregoing objections or the Preliminary Statement
2 and the General Objections, which are incorporated herein by reference, RMG responds as
3 follows:

4 On or about August 9, 2012, Danna submitted an online application and agreed to the
5 Terms and Conditions to publish RMG’s pre-approved and uniquely designed advertisements,
6 called RMG’s “Creatives” (“Agreement”). This Agreement required that Danna “display the
7 Advertisement and perform lead generation services described in the attached Insertion Order.”
8 (TPC, Ex. A, ¶ 1.) The Agreement further specified that any editing of RMG’s Creatives was
9 “strictly prohibited, without prior written approval from Reach Media Group.” (*Id.*, ¶ 4.) Indeed,
10 any violation of this prohibition would result in the loss of payment per lead basis, pursuant to the
11 Agreement. (*Id.*) Upon submitting an application to join RMG’s network, Danna was approved
12 as a publisher immediately, on or about August 9, 2012. Once his account was approved, Danna
13 was permitted to select campaigns on RMG’s network for which he wanted to publish. Once he
14 selected a campaign, he automatically received emails with the content of the approved Creatives
15 for that campaign. On or about September 4, 2012, Danna signed an Insertion Order identifying
16 the following campaign for which he was required to publish text message advertisements – the
17 Homeland Cash Advance campaign.

18 Danna received special instructions regarding the text message advertisements he was
19 required to send. Those instructions specified, among other things, that bank names, amounts
20 over \$1000, and the phrase “cash in 2 hours” were not permitted in the text messages.
21 Furthermore, those instructions specified that the text message advertisements must have included
22 opt-out language. On or about September 11, 2012, RMG officially suspended Danna as an RMG
23 publisher.

24 Terms and conditions, including payment terms, for all RMG affiliates are governed by
25 the RMG “Direct Publisher Agreement”. RMG affiliates are paid on a cost-per-action (CPA)
26 basis as outlined in section 3a of the Direct Publisher Agreement. In addition, an Insertion Order
27 is completed between RMG and the affiliate which serves as an addendum to the “Direct
28 Publisher Agreement”. The Insertion Order typically contains additional details such as payment

1 terms (monthly, weekly net terms, etc.), price (CPA) and other campaign specific details. In
 2 order to receive payment, affiliates send RMG a W9 and invoices based on reporting that RMG
 3 provides to affiliates. In turn, RMG pays invoices which are in compliance with the terms and
 4 conditions of all agreements between RMG and the affiliate. Payment terms can be changed
 5 during the course of a campaign by executing an additional Insertion Order commemorating the
 6 new terms.

7 **INTERROGATORY NO. 10:**

8 IDENTIFY the PERSONS who own and/or operate the following websites:
 9 www.TwoHourCash.com, CashIn2Hrs.com, www.TwoHourCash.org, and/or TwoHourCash.net.

10 **RESPONSE TO INTERROGATORY NO. 10:**

11 RMG objects to this Interrogatory as compound. RMG further objects to this Interrogatory
 12 to the extent it seeks information that is not in the possession, custody or control of this
 13 responding party. Subject to and without waiving the foregoing objections or the Preliminary
 14 Statement and the General Objections, which are incorporated herein by reference, RMG is
 15 unable to respond to this Interrogatory.

16 **INTERROGATORY NO. 11:**

17 IDENTIFY all PERSONS that have entered into any contracts, agreements or
 18 understandings with YOU to PROMOTE the website MobileCashSource.com, and DESCRIBE
 19 the services each PERSON has provided or continues to provide to YOU.

20 **RESPONSE TO INTERROGATORY NO. 11:**

21 RMG objects to this Interrogatory to the extent it calls for confidential, proprietary, and/or
 22 trade secret information. RMG further objects to this Interrogatory as compound, overly broad
 23 and unduly burdensome. RMG also objects to this Interrogatory as overly broad in its use of the
 24 term "YOU". RMG further objects to this Interrogatory to the extent it seeks information not
 25 reasonably calculated to lead to the discovery of admissible evidence and/or seeks information
 26 that does not bear a reasonable relationship to the claims at issue in this action. Subject to and
 27 without waiving the foregoing objections or the Preliminary Statement and the General
 28 Objections, which are incorporated herein by reference, RMG offers to meet and confer with

1 Plaintiff regarding the timing and scope of this Interrogatory.

2 **INTERROGATORY NO. 12:**

3 IDENTIFY all PERSONS that have entered into any contracts, agreements or
4 understandings with YOU to PROMOTE the website CashAdvanceDiamond.com, and
5 DESCRIBE the services each PERSON has provided or continues to provide to YOU.

6 **RESPONSE TO INTERROGATORY NO. 12:**

7 RMG objects to this Interrogatory to the extent it calls for confidential, proprietary, and/or
8 trade secret information. RMG further objects to this Interrogatory as compound, overly broad
9 and unduly burdensome. RMG also objects to this Interrogatory as overly broad in its use of the
10 term "YOU". RMG further objects to this Interrogatory to the extent it seeks information not
11 reasonably calculated to lead to the discovery of admissible evidence and/or seeks information
12 that does not bear a reasonable relationship to the claims at issue in this action. Subject to and
13 without waiving the foregoing objections or the Preliminary Statement and the General
14 Objections, which are incorporated herein by reference, RMG offers to meet and confer with
15 Plaintiff regarding the timing and scope of this Interrogatory.

16 **INTERROGATORY NO. 13:**

17 IDENTIFY and DESCRIBE all facts supporting YOUR statement in Paragraph 6 of the
18 THIRD-PARTY COMPLAINT that:

19 RMG is informed and believes, and thereon alleges, that each Third-Party
20 Defendant breached their warranties under the Agreements by sending text
21 messages to cellular phone numbers without the prior express consent of the called
22 Parties. Moreover, RMG is informed and believes, and thereon alleges, that Third-
Party Defendants also breached the Agreements by sending text messages to
cellular phone numbers that did not comply with RMG's Creatives, without
receiving prior written approval from RMG.

23 **RESPONSE TO INTERROGATORY NO. 13:**

24 RMG objects to this Interrogatory as overly broad in its use of the term "YOUR." RMG
25 further objects to this Interrogatory as premature as RMG has only begun to conduct its
26 investigation and discovery and thus, the information sought in this Interrogatory is not yet
27 known to or readily obtainable by RMG. RMG further objects to this Interrogatory to the extent
28 it seeks information not relevant to the claims of Plaintiffs. Subject to and without waiving the

1 foregoing objections or the Preliminary Statement and the General Objections, which are
 2 incorporated herein by reference, RMG directs Plaintiffs to RMG's Third Party Complaint.

3 **INTERROGATORY NO. 14:**

4 IDENTIFY and DESCRIBE all facts supporting YOUR statement in Paragraph 22 of the
 5 THIRD-PARTY COMPLAINT that:

6 Based upon information and belief, Dowd told Lenahan that the unauthorized text
 7 messages had been sent by Lenahan and that Lenahan was in breach of the
 8 Agreement because he had sent messages on RMG's behalf that were not in
 9 compliance with the terms of the Agreement between RMG and Lenahan. Dowd
 also demanded that Lenahan cease sending unlawful text messages on RMG's
 behalf

10 **RESPONSE TO INTERROGATORY NO. 14:**

11 RMG objects to this Interrogatory as overly broad in its use of the term "YOUR." RMG
 12 further objects to this Interrogatory as premature as RMG has only begun to conduct its
 13 investigation and discovery and thus, the information sought in this Interrogatory is not yet
 14 known to or readily obtainable by RMG. RMG further objects to this Interrogatory to the extent
 15 it seeks information not relevant to the claims of Plaintiffs. Subject to and without waiving the
 16 foregoing objections or the Preliminary Statement and the General Objections, which are
 17 incorporated herein by reference, RMG directs Plaintiffs to RMG's Third Party Complaint.

18 **INTERROGATORY NO. 15:**

19 IDENTIFY and DESCRIBE all facts supporting YOUR statement in Paragraph 24 of the
 20 THIRD-PARTY COMPLAINT that:

21 It came to RMG's attention that EWA was sending text messages, purportedly
 22 pursuant to the Agreement entered into by and between RMG and EWA, which,
 23 upon information and belief, were developed by Lenahan, and which were in
 violation of the terms and conditions of the Agreement between RMG and EWA.

24 **RESPONSE TO INTERROGATORY NO. 15:**

25 RMG objects to this Interrogatory as overly broad in its use of the term "YOUR." RMG
 26 further objects to this Interrogatory as premature as RMG has only begun to conduct its
 27 investigation and discovery and thus, the information sought in this Interrogatory is not yet
 28 known to or readily obtainable by RMG. RMG further objects to this Interrogatory to the extent

1 it seeks information not relevant to the claims of Plaintiffs. Subject to and without waiving the
 2 foregoing objections or the Preliminary Statement and the General Objections, which are
 3 incorporated herein by reference, RMG directs Plaintiffs to RMG's Third Party Complaint.

4 **INTERROGATORY NO. 16:**

5 IDENTIFY and DESCRIBE all facts supporting YOUR statement in Paragraph 25 of the
 6 THIRD-PARTY COMPLAINT that:

7 Upon information and belief, EWA learned that Danna was also sending text
 8 messages, purportedly on behalf of RMG, not in compliance [sic] with the terms of
 the Agreement entered into with RMG.

9 **RESPONSE TO INTERROGATORY NO. 16:**

10 RMG objects to this Interrogatory as overly broad in its use of the term "YOUR." RMG
 11 further objects to this Interrogatory as premature as RMG has only begun to conduct its
 12 investigation and discovery and thus, the information sought in this Interrogatory is not yet
 13 known to or readily obtainable by RMG. RMG further objects to this Interrogatory to the extent
 14 it seeks information not relevant to the claims of Plaintiffs. Subject to and without waiving the
 15 foregoing objections or the Preliminary Statement and the General Objections, which are
 16 incorporated herein by reference, RMG directs Plaintiffs to RMG's Third Party Complaint.

17 **INTERROGATORY NO. 17:**

18 State the total amount of money YOU retained as a result of the TEXT MESSAGES
 19 DESCRIBED in Paragraphs 22, 24, and 25 of the THIRD-PARTY COMPLAINT.

20 **RESPONSE TO INTERROGATORY NO. 17:**

21 RMG objects to this Interrogatory as overly broad. RMG further objects to this
 22 Interrogatory as seeking information that is neither relevant to the parties' claims or defenses nor
 23 reasonably calculated to lead to the discovery of admissible evidence. RMG also objects to this
 24 Interrogatory as overly broad in its use of the terms "YOU" and "TEXT MESSAGES" as defined
 25 in these Interrogatories, and as vague and ambiguous in its use of the undefined term "retained."
 26 Additionally, RMG objects to this Interrogatory as premised on a factual circumstance without
 27 any foundation. Subject to and without waiving the foregoing objections or the Preliminary
 28 Statement and the General Objections, which are incorporated herein by reference, RMG in

1 unable to respond to this Interrogatory as phrased.

2 **INTERROGATORY NO. 18:**

3 DESCRIBE the policies and procedures YOU have in place to ensure that YOU and third
4 party PERSONS acting on YOUR behalf are aware of and comply with the TCPA.

5 **RESPONSE TO INTERROGATORY NO. 18:**

6 RMG objects to this Interrogatory as compound, overly broad, and unduly burdensome.
7 RMG further objects to this Interrogatory as seeking information that is neither relevant to the
8 parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible
9 evidence. RMG also objects to this Interrogatory as overly broad in its use of the terms "YOU",
10 "YOUR", and "TCPA" as defined in these Interrogatories, and as vague and ambiguous in its use
11 of the undefined phrase "have in place." Additionally, RMG objects to this Interrogatory as
12 premised on a factual circumstance without any foundation. Subject to and without waiving the
13 foregoing objections or the Preliminary Statement and the General Objections, which are
14 incorporated herein by reference, RMG responds as follows: RMG's compliance, advertising
15 standards and marketing campaigns are designed to adhere to the policies, industry standards and
16 best practices of the industry.

17 **INTERROGATORY NO. 19:**

18 IDENTIFY all consumer complaints, government investigations, and lawsuits made or
19 filed against YOU RELATED TO unsolicited SMS MESSAGES, INCLUDING the complaints
20 mentioned in Paragraph 21 of the THIRD-PARTY COMPLAINT.

21 **RESPONSE TO INTERROGATORY NO. 19:**

22 RMG objects to this Interrogatory as compound, overly broad, and unduly burdensome.
23 RMG further objects to this Interrogatory as overly broad in its use of the term "YOU." RMG
24 further objects to this Interrogatory as premature as RMG has only begun to conduct its
25 investigation and discovery and thus, the information sought in this Interrogatory is not yet
26 readily obtainable by RMG. RMG also objects to this Interrogatory as not limited as to time
27 period. Subject to and without waiving the foregoing objections or the Preliminary Statement and
28 the General Objections, which are incorporated herein by reference, RMG responds as follows:

1 RMG offers to meet and confer with Plaintiff regarding the time and scope of this Interrogatory
 2 as to consumer complaints. RMG is not aware of any government investigations or lawsuits
 3 made or filed against it related to unsolicited SMS text messages, except for the Class Action
 4 Complaint in this matter.

5 **INTERROGATORY NO. 20:**

6 DESCRIBE all information EWA provides to YOU through the normal course of YOUR
 7 business relationship RELATED TO PERSONS it directs to CashAdvanceDiamond.com,
 8 MobileCashSource.com, and/or any other websites owned and/or operated by YOU.

9 **RESPONSE TO INTERROGATORY NO. 20:**

10 RMG objects to this Interrogatory as compound, overly broad, and unduly burdensome.
 11 RMG further objects to this Interrogatory as seeking information that is neither relevant to the
 12 parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible
 13 evidence, to the extent that it calls for information regarding websites not identified in the Class
 14 Action Complaint in this matter. RMG also objects to this Interrogatory as overly broad in its use
 15 of the terms "YOU" and "YOUR" as defined in these Interrogatories, and as vague and
 16 ambiguous in its use of the undefined phrases "it directs to." Subject to and without waiving the
 17 foregoing objections or the Preliminary Statement and the General Objections, which are
 18 incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the
 19 timing and scope of this Interrogatory.

20 **INTERROGATORY NO. 21:**

21 IDENTIFY and DESCRIBE the methods by which you track, monitor, or maintain
 22 records of any PERSONS directed by EWA, Ryan Lenahan, and/or Kyle Danna to any website
 23 owned and/or operated by YOU, INCLUDING the make and model of any COMPUTER or
 24 COMPUTER SYSTEM used for that purpose and the data that YOU retain about each such
 25 PERSON.

26 **RESPONSE TO INTERROGATORY NO. 21:**

27 RMG objects to this Interrogatory as compound, overly broad, and unduly burdensome.
 28 RMG further objects to this Interrogatory as seeking information that is neither relevant to the

1 parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible
2 evidence, to the extent that it calls for information regarding websites not identified in the Class
3 Action Complaint in this matter. RMG also objects to this Interrogatory as overly broad in its use
4 of the terms "YOU", "COMPUTER", AND "COMPUTER SYSTEM" as defined in these
5 Interrogatories. Subject to and without waiving the foregoing objections or the Preliminary
6 Statement and the General Objections, which are incorporated herein by reference, RMG
7 responds as follows: RMG offers to meet and confer with Plaintiff regarding the time and scope
8 of this Interrogatory.

9
10 Dated: March 11, 2013

11 DLA PIPER LLP (US)

12 By: 

13 ERIN JANE ILLMAN
14 VISHALI SINGAL
15 Attorneys for Defendant
16 REACH MEDIA GROUP, LLC
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VERIFICATION


I, Randy Mitchelson, declare as follows:

I am the Chief Marketing Officer of Reach Media Group, LLC and I am authorized to make this verification on behalf of Reach Media Group, LLC.

I have read the foregoing document, Defendant Reach Media Group, LLC's Objections and Responses to Plaintiff David Trindade's First Set of Interrogatories, and know the contents thereof. I either have personal knowledge that the matters stated therein are true, or I am informed and believe that such matters are true, and on those grounds certify that the same are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 11, 2012, in Atlanta, Georgia.



Randy Mitchelson

PROOF OF SERVICE

I, Keith R. Nesbit, declare:

I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is DLA Piper LLP (US), 555 Mission Street, Suite 2400, San Francisco, California 94105-2933. On March 11, 2013, I served a copy of the within document(s):

**DEFENDANT REACH MEDIA GROUP, LLC'S
OBJECTIONS AND RESPONSES TO PLAINTIFF DAVID
TRINDADE'S FIRST SET OF INTERROGATORIES**



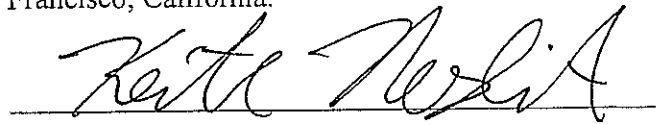
by placing the document(s) listed above in a sealed Delivery Service envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Delivery Service agent for delivery.

Benjamin H. Richman Rafey S. Balabanian Christopher L. Dore Edelson McGuire LLC 350 North LaSalle Street, Suite 1300 Chicago, IL 60654 312 589-6370 Fax: 312 589-6378 brichman@edelson.com rbalabanian@edelson.com cdore@edelson.com	Sean Patrick Reis Edelson McGuire, LLP 30021 Tomas Street, Suite 300 Rancho Santa Margarita, CA 92688 949-459-2124 Fax: 949-459-2123 sreis@edelson.com	Karl S. Kronenberger Jeffrey M. Rosenfeld Virginia A. Sanderson 150 Post Street Suite 520 San Francisco, CA 94108 karl@krinternetlaw.com jeff@krinternetlaw.com ginny@krinternetlaw.com
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I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 11, 2013, at San Francisco, California.



Keith R. Nesbit

Exhibit 1-B

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

DAVID TRINDADE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

REACH MEDIA GROUP, LLC, a
Delaware limited liability company,

Defendant.

REACH MEDIA GROUP, LLC, a
Delaware limited liability company,

Third-Party Plaintiff,

v.

RYAN LENAHAAN, individually, KYLE
DANNA, individually, and EAGLE WEB
ASSETS INC., a corporation,

Third-Party Defendants.

CASE NO 5:12-CV-04759 (PSG)

(Complaint Filed: September 12, 2012)

**DEFENDANT REACH MEDIA GROUP,
LLC'S OBJECTIONS AND RESPONSES
TO PLAINTIFF DAVID TRINDADE'S
FIRST SET OF REQUESTS FOR THE
PRODUCTION OF DOCUMENTS**

1 PROPOUNDING PARTY: PLAINTIFF DAVID TRINDADE
 2 RESPONDING PARTY: DEFENDANT REACH MEDIA GROUP, LLC
 3 SET NO.: ONE

4 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendant Reach
 5 Media Group, LLC ("RMG") hereby provides the following objections and responses to the First
 6 Set of Requests for the Production of Documents (the "Requests") propounded by Plaintiff David
 7 Trindade ("Plaintiff").

8 PRELIMINARY STATEMENT

9 RMG has not yet completed its discovery or investigation in this case nor has RMG
 10 completed preparation for trial. The objections and responses of RMG herein are based on the
 11 information available as of the date of these objections and responses. Further discovery,
 12 investigation, and analysis may supply additional facts and add meaning to known facts, as well
 13 as establish entirely new factual conclusions and legal contentions, all of which may lead to
 14 changes to, additions to, or variations from the information set forth herein. RMG reserves the
 15 right to amend or supplement, correct, add to, or clarify any of these responses and objections
 16 accordingly, or in the case of inadvertent error or omission, at any time through trial.
 17 Notwithstanding the foregoing, RMG undertakes no obligation to amend its responses beyond the
 18 requirements of the Federal Rules of Civil Procedure.

19 GENERAL OBJECTIONS

20 A. RMG objects to the Requests to the extent that they call for the production of
 21 confidential, proprietary, and/or trade secret information. RMG will not produce confidential
 22 information except pursuant to a protective order entered in this case, and it will not produce trade
 23 secret information unless ordered to do so by a court.

24 B. RMG objects to the Requests to the extent that they seek disclosure of the content
 25 of communications between RMG and its legal counsel, on the ground that such information is
 26 protected by the attorney-client privilege.

27 C. RMG objects to the Requests to the extent that they seek information prepared in
 28 anticipation of litigation in this case, or information prepared by RMG's legal counsel and/or

1 legal consultants, on the ground that such information is protected under the work-product
2 doctrine.

3 D. RMG objects to the Requests to the extent that they seek information that is
4 subject to any legally recognized privilege or exemption from disclosure or discovery.

5 E. RMG objects to the Requests to the extent that they call for the production of
6 documents or information relating to documents or information created, gathered, or assembled
7 by RMG or its attorneys after the filing of this lawsuit.

8 F. RMG objects to the Requests to the extent that they purport to impose obligations
9 beyond those provided for by the Federal Rules of Civil Procedure.

10 G. RMG objects to the Requests to the extent that they seek information that is not
11 relevant to the subject matter of this action and not reasonably calculated to lead to the discovery
12 of admissible evidence.

13 H. RMG objects to the Requests to the extent that they seek information that is not in
14 RMG's possession, custody or control, and/or purport to require RMG to conduct an investigation
15 that Plaintiff is equally capable of conducting without imposing the burden or expense of such
16 discovery on RMG.

17 I. RMG objects to Plaintiff's definitions of "COMPUTER" and "COMPUTER
18 EQUIPMENT" as overly broad and unduly burdensome as it seeks to include all data processing
19 equipment without regard to whether the storage device, computing platform, server or other
20 equipment bears any relationship to the storage of responsive information in this matter.

21 J. RMG objects to Plaintiff's definition of "COMPUTER SYSTEM" as overly broad
22 and unduly burdensome as it seeks to include all network infrastructure, data processing
23 equipment and computer support systems without regard to whether the storage device, network,
24 computing platform, server or other equipment bears any relationship to the storage of responsive
25 information in this matter. Further, this definition is overly broad and unduly burdensome in that
26 it requires the responding party to search computer systems of "YOUR subsidiaries, predecessors,
27 successors, assigns, joint ventures, partners, parents, agents, or affiliates (in this country or
28 throughout the world)".

1 K. RMG objects to the term “ESI METADATA” as undefined, vague and ambiguous
 2 as it does not define the categories of metadata requested. Further, RMG objects to this term to
 3 the extent it calls for information protected by the attorney-client privilege and attorney work
 4 product doctrine.

5 L. RMG objects to Plaintiff’s definitions of “PROPOSED CLASS” and
 6 “PROPOSED CLASS MEMBERS” as vague, ambiguous and unascertainable. Accordingly,
 7 RMG is unable to respond to these Requests to the extent they seek information about the
 8 “PROPOSED CLASS” or “PROPOSED CLASS MEMBERS”, as defined by these Requests.

9 M. RMG objects to Plaintiff’s definition of “RELEVANT TIME PERIOD”,
 10 specifically “the time period between September 12, 2008 and the present” as overly broad and
 11 unduly burdensome, and not limited in time or scope to reasonably relate to the material
 12 allegations in this lawsuit or reasonably calculated to lead to the discovery of admissible
 13 evidence. Accordingly, RMG will respond to these Requests only to the extent that they include
 14 the four years preceding the filing of this lawsuit, specifically from September 12, 2008 to
 15 September 12, 2012.

16 N. RMG objects to Plaintiff’s definition of “TCPA” as overly broad and vague. RMG
 17 further objects to Plaintiff’s definition of “TCPA” to the extent it improperly seeks a legal
 18 conclusion. Accordingly, RMG will respond to these Interrogatories only to the extent that the
 19 term “TCPA” (Telephone Consumer Protection Act) refers to 47 U.S.C. § 227 and does not call
 20 for a legal conclusion.

21 O. RMG objects to Plaintiff’s definitions of “TEXT MESSAGE” and “TEXT
 22 MESSAGES” as overly broad and unduly burdensome, and not limited in time or scope to
 23 reasonably relate to the material allegations in this lawsuit or reasonably calculated to lead to the
 24 discovery of admissible evidence. Accordingly, RMG will respond to these Requests only to the
 25 extent that the terms “TEXT MESSAGE” and “TEXT MESSAGES” are interpreted to mean the
 26 SMS text message identified in Paragraphs 17 and the SMS text message content identified in
 27 Paragraph 20 of the Class Action Complaint.

28 P. RMG objects to Plaintiff’s definitions of “TRANSMIT”, “TRANSMITTED,” and

1 “TRANSMISSION” as overly broad and unduly burdensome, and not limited in time or scope to
2 reasonably relate to the material allegations in this lawsuit or reasonably calculated to lead to the
3 discovery of admissible evidence. Accordingly, RMG will respond to these Requests only to the
4 extent that the terms “TRANSMIT,” “TRANSMITTED,” and “TRANSMISSION” are
5 interpreted to mean “mak[ing] any call” “using any automatic telephone dialing system or an
6 artificial or prerecorded voice” as used in 47 U.S.C. § 227(b)(1)(A).

7 Q. RMG objects to Plaintiff’s definitions of “YOU”, “YOUR”, “DEFENDANT” and
8 “REACH MEDIA” as overly broad and unduly burdensome, and not limited in time or scope to
9 reasonably relate to the material allegations in this lawsuit or reasonably calculated to lead to the
10 discovery of admissible evidence. Accordingly, RMG will respond to these Requests only to the
11 extent that the terms “YOU”, “YOUR”, “DEFENDANT” and “REACH MEDIA” are interpreted
12 to mean Reach Media Group, LLC, and all its present and former officers, directors, and
13 employees.

14 R. RMG objects to these Requests as unduly burdensome to the extent they require
15 RMG to prepare a compilation, abstract, audit or summary from documents already in Plaintiff’s
16 possession or documents produced to Plaintiff.

17 S. RMG responds to these Requests without waiving any objections to relevance,
18 privilege, or admissibility of any information provided by RMG in any subsequent proceeding, or
19 at the trial of this or any other action.

20 T. By its responses, RMG does not indicate its agreement with Plaintiff’s
21 characterizations or express or implied assumptions, and does not make any admission that it
22 participated in any conduct alleged by Plaintiffs or otherwise violated the TCPA, or that
23 Plaintiff’s interpretations of the TCPA are true and complete.

24 U.

25 V. In responding to a Request by referring to documents from which information
26 responsive to the Request may be derived, RMG is not stating or implying that only those
27 documents identified contain such information, but only that a full and complete answer to the
28 Request can be derived, at least in part, from the referenced documents. Further, documents

1 identified in response to one Request may also have information responsive to another Request
 2 whether or not identified in response to that other Request.

3 W. Each of the General Objections asserted herein applies to each Request to the
 4 extent such Request purports to seek information in a manner that is the subject of such
 5 objections. The assertion of the same, similar or additional objections in RMG's responses to
 6 individual Requests, or the failure to assert any additional objection to a Request, does not waive
 7 any of RMG's objections set forth in this section or the following sections.

8 **REQUESTS FOR PRODUCTION OF DOCUMENTS AND RESPONSES**

9 **REQUEST FOR PRODUCTION NO. 1:**

10 All DOCUMENTS and ESI YOU referenced or relied upon in drafting YOUR Answer
 11 and Affirmative Defenses to the COMPLAINT, as well as YOUR THIRD-PARTY
 12 COMPLAINT.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

14 RMG objects to this Request as compound, and as overly broad in its use of the terms
 15 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request to the
 16 extent it seeks documents in Plaintiff's possession, custody or control. RMG also objects to this
 17 Request to the extent it calls for attorney-client privileged information, attorney work product, or
 18 confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this
 19 Request as premature, as RMG has only begun to conduct its investigation and discovery and
 20 thus, the information sought in this Request is not yet known or readily obtainable by RMG.
 21 Subject to and without waiving the foregoing objections or the Preliminary Statement and the
 22 General Objections, which are incorporated herein by reference, RMG responds as follows:

23 RMG informally produced the relevant, non-privileged and non-protected documents in
 24 its possession, custody and control responsive to this Request on February 4, 2013, when counsel
 25 for RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party
 26 Defendant Ryan Lenahan's Motion to Strike Claims Under Cal. Civ. Proc. Code § 425.16 ("Anti-
 27 SLAPP Motion"), Declaration of Roger Dowd In Support Of Opposition to the Anti-SLAPP
 28 Motion ("Dowd Declaration"), and Exhibits A through S, in support of the Dowd Declaration.

1 Relevant, non-privileged and non-protected documents responsive to this Request are contained
 2 within this compilation of exhibits. RMG will also formally produce these relevant, non-
 3 privileged, non-protected and responsive exhibits to Plaintiff.

4 **REQUEST FOR PRODUCTION NO. 2:**

5 All DOCUMENTS and ESI YOU referenced or relied upon in drafting YOUR answers to
 6 Plaintiff's First Set of Interrogatories to Reach Media Group, LLC, and Plaintiff's First Set of
 7 Requests to Admit Facts to Reach Media Group, LLC.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

9 RMG objects to this Request as compound, and as overly broad in its use of the terms
 10 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request to the
 11 extent it seeks documents in Plaintiff's possession, custody or control. RMG also objects to this
 12 Request to the extent it calls for attorney-client privileged information, attorney work product, or
 13 confidential, proprietary, and/or trade secret information. RMG further objects to this Request on
 14 the grounds that the category of documents it seeks is improper and not reasonably particularized.
 15 Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its
 16 investigation and discovery and thus, the information sought in this Request is not yet known or
 17 readily obtainable by RMG. Subject to and without waiving the foregoing objections or the
 18 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 19 RMG responds as follows:

20 RMG informally produced the relevant, non-privileged and non-protected documents in
 21 its possession, custody and control responsive to this Request on February 4, 2013, when counsel
 22 for RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to the Anti-
 23 SLAPP Motion, the Dowd Declaration, and Exhibits A through S, in support of the Dowd
 24 Declaration. Relevant, non-privileged and non-protected documents responsive to this Request
 25 are contained within this compilation of exhibits. RMG will also formally produce these relevant,
 26 non-privileged, non-protected and responsive exhibits to Plaintiff.

27 **REQUEST FOR PRODUCTION NO. 3:**

28 All DOCUMENTS and ESI RELATING TO the TRANSMISSION of the TEXT

1 MESSAGES to PLAINTIFF and the PROPOSED CLASS MEMBERS.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

3 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 4 further objects to this Request as seeking information that is neither relevant to the parties' claims
 5 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 6 extent that it calls for information regarding SMS text messages or text message content not
 7 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
 8 overly broad in its use of the terms "TRANSMISSION" and "TEXT MESSAGES" as defined in
 9 these Requests, and as not readily susceptible to response to the extent it references "PROPOSED
 10 CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as
 11 defined in these Requests. RMG further objects to this Request to the extent it seeks information
 12 and documents that are not in the possession, custody or control of this responding party.
 13 Additionally, RMG objects to this Request to the extent it seeks documents in Plaintiff's
 14 possession, custody or control. Subject to and without waiving the foregoing objections or the
 15 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 16 RMG responds as follows:

17 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 18 these documents exist and are in the possession, custody and control of responding party.

19 **REQUEST FOR PRODUCTION NO. 4:**

20 All COMMUNICATIONS RELATING TO the TRANSMISSION of the TEXT
 21 MESSAGES to PLAINTIFF and the PROPOSED CLASS MEMBERS.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

23 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 24 further objects to this Request as seeking information that is neither relevant to the parties' claims
 25 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 26 extent that it calls for information regarding SMS text messages or text message content not
 27 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
 28 overly broad in its use of the terms "TRANSMISSION" and "TEXT MESSAGES" as defined in

1 these Requests, and as not readily susceptible to response to the extent it references "PROPOSED
 2 CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as
 3 defined in these Requests. RMG further objects to this Request to the extent it seeks information
 4 and documents that are not in the possession, custody or control of this responding party.
 5 Additionally, RMG objects to this Request to the extent it seeks documents in Plaintiff's
 6 possession, custody or control. Subject to and without waiving the foregoing objections or the
 7 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 8 RMG responds as follows:

9 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 10 these documents exist and are in the possession, custody and control of responding party.

11 **REQUEST FOR PRODUCTION NO. 5:**

12 All DOCUMENTS and ESI RELATING TO YOU obtaining prior express consent from
 13 PLAINTIFF and the PROPOSED CLASS MEMBERS to TRANSMIT the TEXT MESSAGES to
 14 them.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

16 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 17 further objects to this Request as seeking information that is neither relevant to the parties' claims
 18 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 19 extent that it calls for information regarding SMS text messages or text message content not
 20 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
 21 overly broad in its use of the terms "YOU", "TRANSMIT", and "TEXT MESSAGES" as defined
 22 in these Requests, and as not readily susceptible to response to the extent it references
 23 "PROPOSED CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS
 24 MEMBERS" as defined in these Requests. RMG further objects to this Request to the extent it
 25 seeks information and documents that are not in the possession, custody or control of this
 26 responding party. Additionally, RMG objects to this Request as premised on a factual
 27 circumstance without any foundation, and to the extent it seeks documents in Plaintiff's
 28 possession, custody or control. Subject to and without waiving the foregoing objections or the

1 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 2 RMG responds as follows:

3 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 4 these documents exist and are in the possession, custody and control of responding party.

5 **REQUEST FOR PRODUCTION NO. 6:**

6 All COMMUNICATIONS RELATING TO YOU obtaining prior express consent from
 7 PLAINTIFF and the PROPOSED CLASS MEMBERS to TRANSMIT the TEXT MESSAGES to
 8 them.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

10 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 11 further objects to this Request as seeking information that is neither relevant to the parties' claims
 12 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 13 extent that it calls for information regarding SMS text messages or text message content not
 14 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
 15 overly broad in its use of the terms "YOU", "TRANSMIT", and "TEXT MESSAGES" as defined
 16 in these Requests, and as not readily susceptible to response to the extent it references
 17 "PROPOSED CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS
 18 MEMBERS" as defined in these Requests. . RMG further objects to this Request to the extent it
 19 seeks information and documents that are not in the possession, custody or control of this
 20 responding party. Additionally, RMG objects to this Request as premised on a factual
 21 circumstance without any foundation, and to the extent it seeks documents in Plaintiff's
 22 possession, custody or control. Subject to and without waiving the foregoing objections or the
 23 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 24 RMG responds as follows:

25 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 26 these documents exist and are in the possession, custody and control of responding party.

27 **REQUEST FOR PRODUCTION NO. 7:**

28 All DOCUMENTS and ESI sufficient to IDENTIFY the total number of TEXT

1 MESSAGES TRANSMITTED to PLAINTIFF and the PROPOSED CLASS MEMBERS.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

3 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 4 further objects to this Request as seeking information that is neither relevant to the parties' claims
 5 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 6 extent that it calls for information regarding SMS text messages or text message content not
 7 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
 8 overly broad in its use of the term "TEXT MESSAGES" as defined in these Requests, and as not
 9 readily susceptible to response to the extent it references "PROPOSED CLASS MEMBERS" as
 10 RMG is unable to identify the "PROPOSED CLASS MEMBERS" as defined in these Requests.
 11 RMG further objects to this Request to the extent it seeks information and documents that are
 12 not in the possession, custody or control of this responding party. Additionally, RMG objects to
 13 this Request as premised on a factual circumstance without any foundation, and to the extent it
 14 seeks documents in Plaintiff's possession, custody or control. Subject to and without waiving the
 15 foregoing objections or the Preliminary Statement and the General Objections, which are
 16 incorporated herein by reference, RMG responds

17 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 18 these documents exist and are in the possession, custody and control of responding party.

19 **REQUEST FOR PRODUCTION NO. 8:**

20 All DOCUMENTS and ESI RELATING TO the process(es) by which the PERSON(S)
 21 that TRANSMITTED the TEXT MESSAGES to PROPOSED CLASS MEMBERS obtained the
 22 cellular telephone numbers of PLAINTIFF and the PROPOSED CLASS MEMBERS.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

24 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 25 further objects to this Request as seeking information that is neither relevant to the parties' claims
 26 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 27 extent that it calls for information regarding SMS text messages or text message content not
 28 identified in the Class Action Complaint in this matter. RMG also objects to this Request as

1 overly broad in its use of the terms "TRANSMITTED" and "TEXT MESSAGES" as defined in
 2 these Requests, and as not readily susceptible to response to the extent it references "PROPOSED
 3 CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as
 4 defined in these Requests. . RMG further objects to this Request to the extent it seeks
 5 information and documents that are not in the possession, custody or control of this responding
 6 party. Additionally, RMG objects to this Request as premised on a factual circumstance without
 7 any foundation, assumes facts not in evidence, and to the extent it seeks documents in Plaintiff's
 8 possession, custody or control. Subject to and without waiving the foregoing objections or the
 9 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 10 RMG responds as follows:

11 RMG will produce non-privileged, non-protected, responsive to the extent that these
 12 documents exist and are in the possession, custody and control of responding party.

13 **REQUEST FOR PRODUCTION NO. 9:**

14 All COMMUNICATIONS RELATING TO the process(es) by which the PERSON(S)
 15 that TRANSMITTED the TEXT MESSAGES to PROPOSED CLASS MEMBERS obtained the
 16 cellular telephone numbers of PLAINTIFF and the PROPOSED CLASS MEMBERS.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

18 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 19 further objects to this Request as seeking information that is neither relevant to the parties' claims
 20 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 21 extent that it calls for information regarding SMS text messages or text message content not
 22 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
 23 overly broad in its use of the terms "TRANSMITTED" and "TEXT MESSAGES" as defined in
 24 these Requests, and as not readily susceptible to response to the extent it references "PROPOSED
 25 CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as
 26 defined in these Requests. RMG further objects to this Request to the extent it seeks information
 27 and documents that are not in the possession, custody or control of this responding party.

28 Additionally, RMG objects to this Request as premised on a factual circumstance without any

1 foundation, assumes facts not in evidence, and to the extent it seeks documents in Plaintiff's
 2 possession, custody or control. Subject to and without waiving the foregoing objections or the
 3 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 4 RMG responds as follows:

5 RMG will produce non-privileged, non-protected, responsive to the extent that these
 6 documents exist and are in the possession, custody and control of responding party.

7 **REQUEST FOR PRODUCTION NO. 10:**

8 All DOCUMENTS and ESI RELATING TO the process(es) by which any PERSON
 9 obtained the cellular telephone phone numbers of PLAINTIFF and the PROPOSED CLASS
 10 MEMBERS for the purpose of TRANSMITTING the TEXT MESSAGES.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

12 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 13 further objects to this Request as seeking information that is neither relevant to the parties' claims
 14 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 15 extent that it calls for information regarding SMS text messages or text message content not
 16 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
 17 overly broad in its use of the terms "TRANSMITTING" and "TEXT MESSAGES" as defined in
 18 these Requests, and as not readily susceptible to response to the extent it references "PROPOSED
 19 CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as
 20 defined in these Requests. Additionally, RMG objects to this Request to the extent it seeks
 21 documents in Plaintiff's possession, custody or control. Subject to and without waiving the
 22 foregoing objections or the Preliminary Statement and the General Objections, which are
 23 incorporated herein by reference, RMG responds as follows:

24 RMG will produce non-privileged, non-protected, responsive to the extent that these
 25 documents exist and are in the possession, custody and control of responding party.

26 **REQUEST FOR PRODUCTION NO. 11:**

27 All COMMUNICATIONS RELATING TO the process(es) by which any PERSON
 28 obtained the cellular telephone phone numbers of PLAINTIFF and the PROPOSED CLASS

MEMBERS for the purpose of TRANSMITTING the TEXT MESSAGES.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the terms "TRANSMITTING" and "TEXT MESSAGES" as defined in these Requests, and as not readily susceptible to response to the extent it references "PROPOSED CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as defined in these Requests. Additionally, RMG objects to this Request to the extent it seeks documents in Plaintiff's possession, custody or control. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG will produce non-privileged, non-protected, responsive documents to the extent that these documents exist and are in the possession, custody and control of responding party.

REQUEST FOR PRODUCTION NO. 12:

All DOCUMENTS and ESI RELATING TO PLAINTIFF.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

RMG objects to this Request as overly broad and unduly burdensome. RMG further objects to this Request to the extent it calls for attorney-client privileged information or attorney work product. RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession, custody or control. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG will produce non-privileged, non-protected, responsive documents to the extent that these documents exist and are in the possession, custody and control of responding party.

1 **REQUEST FOR PRODUCTION NO. 13:**

2 All COMMUNICATIONS between YOU and PLAINTIFF.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

4 RMG objects to this Request as overly broad and unduly burdensome. RMG further
5 objects to this Request as overly broad in its use of the term "YOU" as defined in these Requests.
6 RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession,
7 custody or control. Subject to and without waiving the foregoing objections or the Preliminary
8 Statement and the General Objections, which are incorporated herein by reference, RMG
9 responds as follows:

10 RMG will produce non-privileged, non-protected, responsive documents to the extent that
11 these documents exist and are in the possession, custody and control of responding party.

12 **REQUEST FOR PRODUCTION NO. 14:**

13 All DOCUMENTS and ESI exchanged by, or between, YOUR officers, directors, or
14 employees and any third-party PERSONS RELATING TO PLAINTIFF.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

16 RMG objects to this Request as compound, overly broad and unduly burdensome. RMG
17 further objects to this Request as overly broad in its use of the term "YOUR" as defined in these
18 Requests. RMG also objects to this Request to the extent it calls for attorney-client privileged
19 information or attorney work product. Additionally, RMG objects to this Request to the extent it
20 seeks documents in Plaintiff's possession, custody or control. Subject to and without waiving the
21 foregoing objections or the Preliminary Statement and the General Objections, which are
22 incorporated herein by reference, RMG responds as follows:

23 RMG will produce non-privileged, non-protected, responsive documents to the extent that
24 these documents exist and are in the possession, custody and control of responding party.

25 **REQUEST FOR PRODUCTION NO. 15:**

26 All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and
27 any third-party PERSONS RELATING TO PLAINTIFF.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as overly broad in its use of the term “YOUR” as defined in these Requests. RMG also objects to this Request to the extent it calls for attorney-client privileged information or attorney work product. Additionally, RMG objects to this Request to the extent it seeks documents in Plaintiff’s possession, custody or control. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG will produce non-privileged, non-protected, responsive documents to the extent that these documents exist and are in the possession, custody and control of responding party.

REQUEST FOR PRODUCTION NO. 16:

All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and EWA RELATING TO the TEXT MESSAGES.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the terms “YOUR” and “TEXT MESSAGES” as defined in these Requests. RMG further objects to the extent this request calls for documents or communications protected by the attorney client privilege or work product doctrine. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 17:

All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and EWA RELATING TO the “Cash Advance Diamond”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the term "YOUR" as defined in these Requests, not limited by time period, and as vague and ambiguous in its use of the undefined phrase "Cash Advance Diamond." RMG further objects to the extent this request calls for documents or communications protected by the attorney client privilege or work product doctrine. For purposes of responding to this Request, RMG interprets the undefined phrase "Cash Advance Diamond" used in this Request as referring to the Cash Advance Diamond – WEB/WAP campaign cited in the Third-Party Complaint (Dkt. 22, ¶ 16) in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 18:

All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and EWA RELATING TO the "Quick Cash Money Loan".

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG further objects to the extent this request calls for documents or communications protected by the attorney client privilege or work product doctrine. RMG also objects to this Request as overly broad in its use of the term "YOUR" as defined in these Requests, not limited by time period, and as vague and ambiguous in

its use of the undefined phrase “Quick Cash Money Loan.” For purposes of responding to this Request, RMG interprets the undefined phrase “Quick Cash Money Loan” used in this Request as referring to the Quick Cash Money Loan – WEB/WAP campaign cited in the Third-Party Complaint (Dkt. 22, ¶ 16) in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 19:

All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and EWA RELATING TO the “Mobile Cash Source”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the term “YOUR” as defined in these Requests, not limited by time period, and as vague and ambiguous in its use of the undefined phrase “Mobile Cash Source.” For purposes of responding to this Request, RMG interprets the undefined phrase “Mobile Cash Source” used in this Request as referring to the Mobile Cash Source advertising campaign cited in the Third-Party Complaint (Dkt. 22, ¶ 17) in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG will produce non-privileged, non-protected, responsive documents to the extent that these documents exist and are in the possession, custody and control of responding party.

REQUEST FOR PRODUCTION NO. 20:

All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and Third-Party Defendant Ryan Lenahan RELATING TO the TEXT MESSAGES.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the terms "YOUR" and "TEXT MESSAGES" as defined in these Requests. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 21:

All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and Third-Party Defendant Ryan Lenahan RELATING TO "Cash Advance Diamond".

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the term "YOUR" as defined in these Requests, not limited by time period, and as vague and ambiguous in its use of the undefined phrase "Cash Advance Diamond." For purposes of responding to this Request, RMG interprets the undefined phrase "Cash Advance Diamond" used in this Request as referring to the Cash Advance Diamond – WEB/WAP campaign cited in the Third-Party Complaint (Dkt. 22, ¶ 16) in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 22:

All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and Third-Party Defendant Ryan Lenahan RELATING TO “Mobile Cash Source”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the term “YOUR” as defined in these Requests, not limited by time period, and as vague and ambiguous in its use of the undefined phrase “Mobile Cash Source.” For purposes of responding to this Request, RMG interprets the undefined phrase “Mobile Cash Source” used in this Request as referring to the Mobile Cash Source advertising campaign cited in the Third-Party Complaint (Dkt. 22, ¶ 17) in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 23:

All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and Third-Party Defendant Ryan Lenahan RELATING TO “Second Chance Cash Advance”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the term “YOUR” as defined in these Requests, not limited by time period, and as vague and ambiguous in its use of the undefined phrase “Second Chance Cash

Advance.” For purposes of responding to this Request, RMG interprets the undefined phrase “Second Chance Cash Advance” used in this Request as referring to the Second Chance Cash Advance advertising campaign cited in the Third-Party Complaint (Dkt. 22, ¶ 17) in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 24:

All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and Third-Party Defendant Ryan Lenahan RELATING TO “Instant Cash Express”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the term “YOUR” as defined in these Requests, not limited by time period, and as vague and ambiguous in its use of the undefined phrase “Instant Cash Express.” For purposes of responding to this Request, RMG interprets the undefined phrase “Instant Cash Express” used in this Request as referring to the Instant Cash Express advertising campaign cited in the Third-Party Complaint (Dkt. 22, ¶ 17) in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 25:

All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and Third-Party Defendant Ryan Lenahan RELATING TO “Central Payday Advance”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG

1 further objects to this Request as seeking information that is neither relevant to the parties' claims
 2 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 3 extent that it calls for information regarding SMS text messages or text message content not
 4 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
 5 overly broad in its use of the term "YOUR" as defined in these Requests, not limited by time
 6 period, and as vague and ambiguous in its use of the undefined phrase "Central Payday
 7 Advance." For purposes of responding to this Request, RMG interprets the undefined phrase
 8 "Central Payday Advance" used in this Request as referring to the Central Payday Advance
 9 advertising campaign cited in the Third-Party Complaint (Dkt. 22, ¶ 17) in this matter. Subject to
 10 and without waiving the foregoing objections or the Preliminary Statement and the General
 11 Objections, which are incorporated herein by reference, RMG offers to meet and confer with
 12 Plaintiff regarding the timing and scope of this Request.

13 **REQUEST FOR PRODUCTION NO. 26:**

14 All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and
 15 Third-Party Defendant Ryan Lenahan RELATING TO "Auto Loan Professionals".

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 26:**

17 RMG objects to this Request as compound, overly broad and unduly burdensome. RMG
 18 further objects to this Request as seeking information that is neither relevant to the parties' claims
 19 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 20 extent that it calls for information regarding SMS text messages or text message content not
 21 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
 22 overly broad in its use of the term "YOUR" as defined in these Requests, not limited by time
 23 period, and as vague and ambiguous in its use of the undefined phrase "Auto Loan Professionals."
 24 For purposes of responding to this Request, RMG interprets the undefined phrase "Auto Loan
 25 Professionals" used in this Request as referring to the Auto Loan Professionals advertising
 26 campaign cited in the Third-Party Complaint (Dkt. 22, ¶ 17) in this matter. Subject to and
 27 without waiving the foregoing objections or the Preliminary Statement and the General
 28 Objections, which are incorporated herein by reference, RMG offers to meet and confer with

1 Plaintiff regarding the timing and scope of this Request.

2 **REQUEST FOR PRODUCTION NO. 27:**

3 All COMMUNICATIONS by, or between, YOUR officers, directors, or employees and
4 Third-Party Defendant Kyle Danna RELATING TO the TEXT MESSAGES.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 27:**

6 RMG objects to this Request as compound, overly broad and unduly burdensome. RMG
7 further objects to this Request as seeking information that is neither relevant to the parties' claims
8 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
9 extent that it calls for information regarding SMS text messages or text message content not
10 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
11 overly broad in its use of the terms "YOUR" and "TEXT MESSAGES" as defined in these
12 Requests. Subject to and without waiving the foregoing objections or the Preliminary Statement
13 and the General Objections, which are incorporated herein by reference, RMG offers to meet and
14 confer with Plaintiff regarding the timing and scope of this Request.

15 **REQUEST FOR PRODUCTION NO. 28:**

16 All DOCUMENTS and ESI exchanged by, or between, YOUR officers, directors, or
17 employees and EWA RELATING TO the TEXT MESSAGES.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 28:**

19 RMG objects to this Request as compound, overly broad and unduly burdensome. RMG
20 further objects to this Request as seeking information that is neither relevant to the parties' claims
21 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
22 extent that it calls for information regarding SMS text messages or text message content not
23 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
24 overly broad in its use of the terms "YOUR" and "TEXT MESSAGES" as defined in these
25 Requests. Subject to and without waiving the foregoing objections or the Preliminary Statement
26 and the General Objections, which are incorporated herein by reference, RMG offers to meet and
27 confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 29:

All DOCUMENTS and ESI exchanged by, or between, YOUR officers, directors, or employees and Third-Party Defendant Ryan Lenahan RELATING TO the TEXT MESSAGES.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the terms "YOUR" and "TEXT MESSAGES" as defined in these Requests. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 30:

All DOCUMENTS and ESI exchanged by, or between, YOUR officers, directors, or employees and Third-Party Defendant Kyle Danna RELATING TO the TEXT MESSAGES.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the terms "YOUR" and "TEXT MESSAGES" as defined in these Requests. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 31:

All DOCUMENTS and ESI exchanged by, or between, YOUR officers, directors, or

employees and Third-Party Defendant Kyle Danna RELATING TO the “Homeland Cash Advance”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the term “YOUR” as defined in these Requests, not limited by time period, and as vague and ambiguous in its use of the undefined phrase “Homeland Cash Advance.” For purposes of responding to this Request, RMG interprets the undefined phrase “Homeland Cash Advance” used in this Request as referring to the Homeland Cash Advance advertising campaign cited in the Third-Party Complaint (Dkt. 22, ¶ 18) in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 32:

ALL DOCUMENTS and ESI that contain or RELATE TO the following text or texts substantially similar to the following, “Lenders offering \$1,500 cash loans deposited within 2hrs. NO credit checks! Get money today by applying right now directly on your phone at www.TwoHourCash.com.”

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

RMG objects to this Request to the extent it seeks documents protected from discovery by the attorney-client privilege or work product doctrine. RMG further objects to this Request as duplicative and harassing to the extent it requests the same DOCUMENTS and ESI sought in Request Nos. 28, 29, and/or 30, and as overly broad, unduly burdensome, vague and ambiguous to the extent it requests DOCUMENTS and ESI that contain or RELATE TO “texts substantially similar to” the SMS text message language identified in the Request. RMG further objects to this

Request to the extent it seeks documents outside the possession, custody or control of this responding party. Accordingly, RMG will respond to this Request only to the extent that it requests DOCUMENTS and ESI that contain or RELATE TO the text message language “Lenders offering \$1,500 cash loans deposited within 2hrs. NO credit checks! Get money today by applying right now directly on your phone at www.TwoHourCash.com.”

Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 33:

ALL COMMUNICATIONS that contain or RELATE TO the following text or texts substantially similar to the following, “Lenders offering \$1,500 cash loans deposited within 2hrs. NO credit checks! Get money today by applying right now directly on your phone at www.TwoHourCash.com.”

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

RMG objects to this Request to the extent it seeks information protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this Request to the extent that it seeks information outside the possession, custody and control of this responding party. RMG further objects to this Request as duplicative and harassing to the extent it requests the same COMMUNICATIONS sought in Request Nos. 16, 20, and/or 27, and as overly broad, unduly burdensome, vague and ambiguous to the extent it requests COMMUNICATIONS that contain or RELATE TO “texts substantially similar to” the SMS text message language identified in the Request. Accordingly, RMG will respond to this Request only to the extent that it requests COMMUNICATIONS that contain or RELATE TO the text message language “Lenders offering \$1,500 cash loans deposited within 2hrs. NO credit checks! Get money today by applying right now directly on your phone at www.TwoHourCash.com.”

Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 34:

ALL DOCUMENTS and ESI that contain or RELATE TO the following text or texts substantially similar to the following, "Chase is offering \$1500 cash loans deposited within 2hrs. NO credit checks! Get the money today by applying right now directly on your phone at CashIn2Hrs. com."

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

RMG objects to this Request to the extent it seeks documents protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this Request to the extent it seeks information outside the possession, custody and control of this responding party. RMG further objects to this Request as duplicative and harassing to the extent it requests the same DOCUMENTS and ESI sought in Request Nos. 28, 29, and/or 30, and as overly broad, unduly burdensome, vague and ambiguous to the extent it requests DOCUMENTS and ESI that contain or RELATE TO "texts substantially similar to" the SMS text message language identified in the Request. Accordingly, RMG will respond to this Request only to the extent that it requests DOCUMENTS and ESI that contain or RELATE TO the text message language "Chase is offering \$1500 cash loans deposited within 2hrs. NO credit checks! Get the money today by applying right now directly on your phone at CashIn2Hrs. com."

Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 35:

ALL COMMUNICATIONS that contain or RELATE TO the following text or texts substantially similar to the following, "Chase is offering \$1500 cash loans deposited within 2hrs. NO credit checks! Get the money today by applying right now directly on your phone at CashIn2Hrs. com."

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

RMG objects to this Request to the extent it seeks information protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this Request to the

1 extent it seeks information outside the possession, custody or control of this responding party.
 2 RMG further objects to this Request as duplicative and harassing to the extent it requests the
 3 same COMMUNICATIONS sought in Request Nos. 16, 20, and/or 27, and as overly broad,
 4 unduly burdensome, vague and ambiguous to the extent it requests COMMUNICATIONS that
 5 contain or RELATE TO "texts substantially similar to" the SMS text message language identified
 6 in the Request. Accordingly, RMG will respond to this Request only to the extent that it requests
 7 COMMUNICATIONS that contain or RELATE TO the text message language "Chase is offering
 8 \$1500 cash loans deposited within 2hrs. NO credit checks! Get the money today by applying right
 9 now directly on your phone at CashIn2Hrs. com."

10 Subject to and without waiving the foregoing objections or the Preliminary Statement and
 11 the General Objections, which are incorporated herein by reference, RMG offers to meet and
 12 confer with Plaintiff regarding the timing and scope of this Request.

13 **REQUEST FOR PRODUCTION NO. 36:**

14 ALL DOCUMENTS and ESI that contain or RELATE TO the following text or texts
 15 substantially similar to the following, "Chase is offering \$1500 cash loans deposited within 2hrs.
 16 NO credit checks! Get the money today by applying right now on your phone at
 17 www.TwoHourCash.org."

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 36:**

19 RMG objects to this Request to the extent it seeks documents protected from discovery by
 20 the attorney-client privilege or work product doctrine. RMG objects to this Request to the extent
 21 it seeks information outside the possession, custody or control of this responding party. RMG
 22 further objects to this Request as duplicative and harassing to the extent it requests the same
 23 DOCUMENTS and ESI sought in Request Nos. 28, 29, and/or 30, and as overly broad, unduly
 24 burdensome, vague and ambiguous to the extent it requests DOCUMENTS and ESI that contain
 25 or RELATE TO "texts substantially similar to" the SMS text message language identified in the
 26 Request. Accordingly, RMG will respond to this Request only to the extent that it requests
 27 DOCUMENTS and ESI that contain or RELATE TO the text message language "Chase is
 28 offering \$1500 cash loans deposited within 2hrs. NO credit checks! Get the money today by

1 applying right now on your phone at www.TwoHourCash.org.”

2 Subject to and without waiving the foregoing objections or the Preliminary Statement and
3 the General Objections, which are incorporated herein by reference, RMG offers to meet and
4 confer with Plaintiff regarding the timing and scope of this Request.

5 **REQUEST FOR PRODUCTION NO. 37:**

6 ALL COMMUNICATIONS that contain or RELATE TO the following text or texts
7 substantially similar to the following, “Chase is offering \$1500 cash loans deposited within 2hrs.
8 NO credit checks! Get the money today by applying right now on your phone at
9 www.TwoHourCash.org.”

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 37:**

11 RMG objects to this Request to the extent it seeks information protected from discovery
12 by the attorney-client privilege or work product doctrine. RMG objects to this Request to the
13 extent it seeks information outside the possession, custody or control of this responding party.
14 RMG further objects to this Request as duplicative and harassing to the extent it requests the
15 same COMMUNICATIONS sought in Request Nos. 16, 20, and/or 27, and as overly broad,
16 unduly burdensome, vague and ambiguous to the extent it requests COMMUNICATIONS that
17 contain or RELATE TO “texts substantially similar to” the SMS text message language identified
18 in the Request. Accordingly, RMG will respond to this Request only to the extent that it requests
19 COMMUNICATIONS that contain or RELATE TO the text message language “Chase is offering
20 \$1500 cash loans deposited within 2hrs. NO credit checks! Get the money today by applying right
21 now on your phone at www.TwoHourCash.org.”

22 Subject to and without waiving the foregoing objections or the Preliminary Statement and
23 the General Objections, which are incorporated herein by reference, RMG offers to meet and
24 confer with Plaintiff regarding the timing and scope of this Request.

25 **REQUEST FOR PRODUCTION NO. 38:**

26 ALL DOCUMENTS and ESI that contain or RELATE TO the following text or texts
27 substantially similar to the following, “Chase is offering \$1500 cash loans deposited within 2hrs.
28 NO credit checks or faxing! Get the money today by applying right now on your phone at

TwoHourCash.net.”

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

RMG objects to this Request to the extent it seeks documents protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this Request to the extent it seeks information outside the possession, custody or control of this responding party. RMG further objects to this Request as duplicative and harassing to the extent it requests the same DOCUMENTS and ESI sought in Request Nos. 28, 29, and/or 30, and as overly broad, unduly burdensome, vague and ambiguous to the extent it requests DOCUMENTS and ESI that contain or RELATE TO “texts substantially similar to” the SMS text message language identified in the Request. Accordingly, RMG will respond to this Request only to the extent that it requests DOCUMENTS and ESI that contain or RELATE TO the text message language “Chase is offering \$1500 cash loans deposited within 2hrs. NO credit checks or faxing! Get the money today by applying right now on your phone at TwoHourCash.net.”

Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 39:

ALL COMMUNICATIONS that contain or RELATE TO the following text or texts substantially similar to the following, “Chase is offering \$1500 cash loans deposited within 2hrs. NO credit checks or faxing! Get the money today by applying right now on your phone at TwoHourCash.net.”

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

RMG objects to this Request to the extent it seeks information protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this Request to the extent it seeks information outside the possession, custody or control of this responding party. RMG further objects to this Request as duplicative and harassing to the extent it requests the same COMMUNICATIONS sought in Request Nos. 16, 20, and/or 27, and as overly broad, unduly burdensome, vague and ambiguous to the extent it requests COMMUNICATIONS that

1 contain or RELATE TO “texts substantially similar to” the SMS text message language identified
 2 in the Request. Accordingly, RMG will respond to this Request only to the extent that it requests
 3 COMMUNICATIONS that contain or RELATE TO the text message language “Chase is offering
 4 \$1500 cash loans deposited within 2hrs. NO credit checks or faxing! Get the money today by
 5 applying right now on your phone at TwoHourCash.net.”

6 Subject to and without waiving the foregoing objections or the Preliminary Statement and
 7 the General Objections, which are incorporated herein by reference, RMG offers to meet and
 8 confer with Plaintiff regarding the timing and scope of this Request.

9 **REQUEST FOR PRODUCTION NO. 40:**

10 ALL DOCUMENTS and ESI that contain or RELATE TO the following text or texts
 11 substantially similar to the following, “Chase is offering \$1,500 cash loans deposited within 2hrs.
 12 NO credit checks! Get the money today by applying right now on your phone at
 13 www.TwoHourCash.org.”

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

15 RMG objects to this Request to the extent it seeks documents protected from discovery by
 16 the attorney-client privilege or work product doctrine. RMG objects to this Request to the extent
 17 it seeks information outside the possession, custody or control of this responding party. RMG
 18 further objects to this Request as duplicative and harassing to the extent it requests the same
 19 DOCUMENTS and ESI sought in Request Nos. 28, 29, and/or 30, and as overly broad, unduly
 20 burdensome, vague and ambiguous to the extent it requests DOCUMENTS and ESI that contain
 21 or RELATE TO “texts substantially similar to” the SMS text message language identified in the
 22 Request. Accordingly, RMG will respond to this Request only to the extent that it requests
 23 DOCUMENTS and ESI that contain or RELATE TO the text message language “Chase is
 24 offering \$1,500 cash loans deposited within 2hrs. NO credit checks! Get the money today by
 25 applying right now on your phone at www.TwoHourCash.org.”

26 Subject to and without waiving the foregoing objections or the Preliminary Statement and
 27 the General Objections, which are incorporated herein by reference, RMG offers to meet and
 28 confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 41:

ALL COMMUNICATIONS that contain or RELATE TO the following text or texts substantially similar to the following, "Chase is offering \$1,500 cash loans deposited within 2hrs. NO credit checks! Get the money today by applying right now on your phone at www.TwoHourCash.org."

RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

RMG objects to this Request to the extent it seeks information protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this Request to the extent it seeks information outside the possession, custody or control of this responding party. RMG further objects to this Request as duplicative and harassing to the extent it requests the same COMMUNICATIONS sought in Request Nos. 16, 20, and/or 27, and as overly broad, unduly burdensome, vague and ambiguous to the extent it requests COMMUNICATIONS that contain or RELATE TO "texts substantially similar to" the SMS text message language identified in the Request. Accordingly, RMG will respond to this Request only to the extent that it requests COMMUNICATIONS that contain or RELATE TO the text message language "Chase is offering \$1,500 cash loans deposited within 2hrs. NO credit checks! Get the money today by applying right now on your phone at www.TwoHourCash.org."

Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 42:

ALL DOCUMENTS and ESI that contain or RELATE TO the following text or texts substantially similar to the following, "Wells Fargo: Get up to \$1500 deposited into your account today. Not a scam & bad credit ok. Apply from your phone at bit.ly/NMCRO0 now. Instant approval."

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

RMG objects to this Request to the extent it seeks documents protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this Request to the extent

1 it seeks information outside the possession, custody or control of this responding party. RMG
 2 further objects to this Request as duplicative and harassing to the extent it requests the same
 3 DOCUMENTS and ESI sought in Request Nos. 28, 29, and/or 30, and as overly broad, unduly
 4 burdensome, vague and ambiguous to the extent it requests DOCUMENTS and ESI that contain
 5 or RELATE TO "texts substantially similar to" the SMS text message language identified in the
 6 Request. Accordingly, RMG will respond to this Request only to the extent that it requests
 7 DOCUMENTS and ESI that contain or RELATE TO the text message language "Wells Fargo:
 8 Get up to \$1500 deposited into your account today. Not a scam & bad credit ok. Apply from your
 9 phone at bit.ly/NMCRO0 now. Instant approval."

10 Subject to and without waiving the foregoing objections or the Preliminary Statement and
 11 the General Objections, which are incorporated herein by reference, RMG offers to meet and
 12 confer with Plaintiff regarding the timing and scope of this Request.

13 **REQUEST FOR PRODUCTION NO. 43:**

14 ALL COMMUNICATIONS that contain or RELATE TO the following text or text
 15 substantially similar to the following, "Wells Fargo: Get up to \$1500 deposited into your account
 16 today. Not a scam & bad credit ok. Apply from your phone at bit.ly/NMCRO0 now. Instant
 17 approval."

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 43:**

19 RMG objects to this Request to the extent it seeks information protected from discovery
 20 by the attorney-client privilege or work product doctrine. RMG objects to this Request to the
 21 extent it seeks information outside the possession, custody or control of this responding party.
 22 RMG further objects to this Request as duplicative and harassing to the extent it requests the
 23 same COMMUNICATIONS sought in Request Nos. 16, 20, and/or 27, and as overly broad,
 24 unduly burdensome, vague and ambiguous to the extent it requests COMMUNICATIONS that
 25 contain or RELATE TO "texts substantially similar to" the SMS text message language identified
 26 in the Request. Accordingly, RMG will respond to this Request only to the extent that it requests
 27 COMMUNICATIONS that contain or RELATE TO the text message language "Wells Fargo: Get
 28 up to \$1500 deposited into your account today. Not a scam & bad credit ok. Apply from your

1 phone at bit.ly/NMCRO0 now. Instant approval.”

2 Subject to and without waiving the foregoing objections or the Preliminary Statement and
3 the General Objections, which are incorporated herein by reference, RMG offers to meet and
4 confer with Plaintiff regarding the timing and scope of this Request.

5 **REQUEST FOR PRODUCTION NO. 44:**

6 ALL DOCUMENTS and ESI that contain or RELATE TO the URL
7 CashAdvanceDiamond.com.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 44:**

9 RMG objects to this Request to the extent it seeks documents protected from discovery by
10 the attorney-client privilege or work product doctrine. RMG objects to this Request to the extent
11 it seeks information outside the possession, custody or control of this responding party. RMG
12 further objects to this Request as overly broad and unduly burdensome. RMG also objects to this
13 Request as seeking information that is neither relevant to the parties’ claims or defenses nor
14 reasonably calculated to lead to the discovery of admissible evidence, to the extent it seeks
15 DOCUMENTS and ESI without any reasonable relation to the text message identified in
16 Paragraph 17 of the Class Action Complaint or the text message content identified in Paragraph
17 20 of the Class Action Complaint. Additionally, RMG objects to this Request as not limited by
18 time period. Subject to and without waiving the foregoing objections or the Preliminary
19 Statement and the General Objections, which are incorporated herein by reference, RMG offers to
20 meet and confer with Plaintiff regarding the timing and scope of this Request.

21 **REQUEST FOR PRODUCTION NO. 45:**

22 ALL COMMUNICATIONS that contain or RELATE TO the URL
23 CashAdvanceDiamond.com.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 45:**

25 RMG objects to this Request to the extent it seeks information protected from discovery
26 by the attorney-client privilege or work product doctrine. RMG further objects to this Request as
27 overly broad and unduly burdensome. RMG also objects to this Request as seeking information
28 that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the

discovery of admissible evidence, to the extent it seeks COMMUNICATIONS without any reasonable relation to the text message identified in Paragraph 17 of the Class Action Complaint or the text message content identified in Paragraph 20 of the Class Action Complaint.

Additionally, RMG objects to this Request as not limited by time period, and as duplicative and harassing to the extent it requests the same information sought in Request Nos. 17 and 21.

Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 46:

ALL DOCUMENTS and ESI that contain or RELATE TO the URL
MobileCashSource.com.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

RMG objects to this Request to the extent it seeks documents protected from discovery by the attorney-client privilege or work product doctrine. RMG further objects to this Request as overly broad and unduly burdensome. RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent it seeks DOCUMENTS and ESI without any reasonable relation to the text message identified in Paragraph 17 of the Class Action Complaint or the text message content identified in Paragraph 20 of the Class Action Complaint.

Additionally, RMG objects to this Request as not limited by time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 47:

ALL COMMUNICATIONS that contain or RELATE TO the URL
MobileCashSource.com.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

RMG objects to this Request to the extent it seeks information protected from discovery

1 by the attorney-client privilege or work product doctrine. RMG further objects to this Request as
 2 overly broad and unduly burdensome. RMG also objects to this Request as seeking information
 3 that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the
 4 discovery of admissible evidence, to the extent it seeks COMMUNICATIONS without any
 5 reasonable relation to the text message identified in Paragraph 17 of the Class Action Complaint
 6 or the text message content identified in Paragraph 20 of the Class Action Complaint.
 7 Additionally, RMG objects to this Request as not limited by time period, and as duplicative and
 8 harassing to the extent it requests the same information sought in Request Nos. 19 and 22.
 9 Subject to and without waiving the foregoing objections or the Preliminary Statement and the
 10 General Objections, which are incorporated herein by reference, RMG offers to meet and confer
 11 with Plaintiff regarding the timing and scope of this Request.

12 **REQUEST FOR PRODUCTION NO. 48:**

13 All DOCUMENTS and ESI exchanged by, or between, YOUR officers, directors, or
 14 employees RELATED TO sending SMS MESSAGE advertisements.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 48:**

16 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 17 objects to this request to the extent it seeks information protected by the attorney client privilege
 18 or work product doctrine. RMG further objects to this Request as vague and ambiguous and as
 19 not limited by time period. RMG also objects to this Request as seeking information that is
 20 neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the
 21 discovery of admissible evidence.

22 **REQUEST FOR PRODUCTION NO. 49:**

23 All COMMUNICATIONS by, or between, YOUR officers, directors, or employees
 24 RELATED TO sending SMS MESSAGE advertisements.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 49:**

26 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 27 objects to this request to the extent it seeks information protected by the attorney client privilege
 28 or work product doctrine. RMG further objects to this Request as vague and ambiguous and as

not limited by time period. RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 50:

All DOCUMENTS and ESI that contain the URL TwoHourCash.com.

RESPONSE TO REQUEST FOR PRODUCTION NO. 50:

RMG objects to this Request to the extent it seeks information protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this request to the extent it seeks information that is not in the possession, custody or control of responding party. RMG further objects to this Request as overly broad and unduly burdensome. RMG also objects to this Request as duplicative and harassing to the extent it requests the same DOCUMENTS and ESI sought in Request No. 32. Additionally, RMG objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent it seeks DOCUMENTS and ESI without any reasonable relation to the text message identified in Paragraph 17 of the Class Action Complaint.

Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request

REQUEST FOR PRODUCTION NO. 51:

All COMMUNICATIONS that contain the URL TwoHourCash.com.

RESPONSE TO REQUEST FOR PRODUCTION NO. 51:

RMG objects to this Request to the extent it seeks information protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this request to the extent it seeks information that is not in the possession, custody or control of responding party. RMG further objects to this Request as overly broad and unduly burdensome. RMG also objects to this Request as duplicative and harassing to the extent it requests the same COMMUNICATIONS sought in Request No. 33. Additionally, RMG objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably

1 calculated to lead to the discovery of admissible evidence, to the extent it seeks
 2 COMMUNICATIONS without any reasonable relation to the text message identified in
 3 Paragraph 17 of the Class Action Complaint.

4 Subject to and without waiving the foregoing objections or the Preliminary Statement
 5 and the General Objections, which are incorporated herein by reference, RMG offers to meet and
 6 confer with Plaintiff regarding the timing and scope of this Request.

7 **REQUEST FOR PRODUCTION NO. 52:**

8 All DOCUMENTS and ESI that contain the URL CashIn2Hrs.com.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 52:**

10 RMG objects to this Request to the extent it seeks information protected from discovery
 11 by the attorney-client privilege or work product doctrine. RMG objects to this request to the
 12 extent it seeks information that is not in the possession, custody or control of responding party.
 13 RMG further objects to this Request as overly broad and unduly burdensome. RMG also objects
 14 to this Request as duplicative and harassing to the extent it requests the same DOCUMENTS and
 15 ESI sought in Request No. 34. Additionally, RMG objects to this Request as seeking information
 16 that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the
 17 discovery of admissible evidence, to the extent it seeks DOCUMENTS and ESI without any
 18 reasonable relation to the text message content identified in Paragraph 20 of the Class Action
 19 Complaint.

20 Subject to and without waiving the foregoing objections or the Preliminary Statement and
 21 the General Objections, which are incorporated herein by reference, RMG offers to meet and
 22 confer with Plaintiff regarding the timing and scope of this Request.

23 **REQUEST FOR PRODUCTION NO. 53:**

24 All COMMUNICATIONS that contain the URL CashIn2Hrs.com.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 53:**

26 RMG objects to this Request to the extent it seeks information protected from discovery
 27 by the attorney-client privilege or work product doctrine. RMG objects to this request to the
 28 extent it seeks information that is not in the possession, custody or control of responding party.

1 RMG further objects to this Request as overly broad and unduly burdensome. RMG also objects
 2 to this Request as duplicative and harassing to the extent it requests the same
 3 COMMUNICATIONS sought in Request No. 35. Additionally, RMG objects to this Request as
 4 seeking information that is neither relevant to the parties' claims or defenses nor reasonably
 5 calculated to lead to the discovery of admissible evidence, to the extent it seeks
 6 COMMUNICATIONS without any reasonable relation to the text message content identified in
 7 Paragraph 20 of the Class Action Complaint.

8 Subject to and without waiving the foregoing objections or the Preliminary Statement and
 9 the General Objections, which are incorporated herein by reference, RMG offers to meet and
 10 confer with Plaintiff regarding the timing and scope of this Request.

11 **REQUEST FOR PRODUCTION NO. 54:**

12 All DOCUMENTS and ESI that contain the URL www.TwoHourCash.org.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 54:**

14 RMG objects to this Request to the extent it seeks information protected from discovery
 15 by the attorney-client privilege or work product doctrine. RMG objects to this request to the
 16 extent it seeks information that is not in the possession, custody or control of responding party.
 17 RMG further objects to this Request as overly broad and unduly burdensome. RMG also objects
 18 to this Request as duplicative and harassing to the extent it requests the same DOCUMENTS and
 19 ESI sought in Request Nos. 36 and 40. Additionally, RMG objects to this Request as seeking
 20 information that is neither relevant to the parties' claims or defenses nor reasonably calculated to
 21 lead to the discovery of admissible evidence, to the extent it seeks DOCUMENTS and ESI
 22 without any reasonable relation to the text message content identified in Paragraph 20 of the Class
 23 Action Complaint.

24 Subject to and without waiving the foregoing objections or the Preliminary Statement and
 25 the General Objections, which are incorporated herein by reference, RMG offers to meet and
 26 confer with Plaintiff regarding the timing and scope of this Request.

27 **REQUEST FOR PRODUCTION NO. 55:**

28 All COMMUNICATIONS that contain the URL www.TwoHourCash.org.

RESPONSE TO REQUEST FOR PRODUCTION NO. 55:

RMG objects to this Request to the extent it seeks information protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this request to the extent it seeks information that is not in the possession, custody or control of responding party. RMG further objects to this Request as overly broad and unduly burdensome. RMG also objects to this Request as duplicative and harassing to the extent it requests the same COMMUNICATIONS sought in Request Nos. 37 and 41. Additionally, RMG objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent it seeks COMMUNICATIONS without any reasonable relation to the text message content identified in Paragraph 20 of the Class Action Complaint.

Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 56:

All DOCUMENTS and ESI that contain the URL TwoHourCash.net.

RESPONSE TO REQUEST FOR PRODUCTION NO. 56:

RMG objects to this Request to the extent it seeks information protected from discovery by the attorney-client privilege or work product doctrine. RMG objects to this request to the extent it seeks information that is not in the possession, custody or control of responding party. RMG further objects to this Request as overly broad and unduly burdensome. RMG also objects to this Request as duplicative and harassing to the extent it requests the same DOCUMENTS and ESI sought in Request No. 38. Additionally, RMG objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent it seeks DOCUMENTS and ESI without any reasonable relation to the text message content identified in Paragraph 20 of the Class Action Complaint.

Subject to and without waiving the foregoing objections or the Preliminary Statement and

1 the General Objections, which are incorporated herein by reference, RMG offers to meet and
 2 confer with Plaintiff regarding the timing and scope of this Request.

3 **REQUEST FOR PRODUCTION NO. 57:**

4 All COMMUNICATIONS that contain the URL TwoHourCash.net.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 57:**

6 RMG objects to this Request to the extent it seeks information protected from discovery
 7 by the attorney-client privilege or work product doctrine. RMG objects to this request to the
 8 extent it seeks information that is not in the possession, custody or control of responding party.
 9 RMG further objects to this Request as overly broad and unduly burdensome. RMG also objects
 10 to this Request as duplicative and harassing to the extent it requests the same
 11 COMMUNICATIONS sought in Request No. 39. Additionally, RMG objects to this Request as
 12 seeking information that is neither relevant to the parties' claims or defenses nor reasonably
 13 calculated to lead to the discovery of admissible evidence, to the extent it seeks
 14 COMMUNICATIONS without any reasonable relation to the text message content identified in
 15 Paragraph 20 of the Class Action Complaint.

16 Subject to and without waiving the foregoing objections or the Preliminary Statement and
 17 the General Objections, which are incorporated herein by reference, RMG offers to meet and
 18 confer with Plaintiff regarding the timing and scope of this Request.

19 **REQUEST FOR PRODUCTION NO. 58:**

20 All DOCUMENTS and ESI that contain the URL bit.ly/NmCROO.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 58:**

22 RMG objects to this Request to the extent it seeks information protected from discovery
 23 by the attorney-client privilege or work product doctrine. RMG further objects to this Request as
 24 overly broad and unduly burdensome. RMG objects to this request to the extent it seeks
 25 information that is not in the possession, custody or control of responding party. RMG also
 26 objects to this Request as duplicative and harassing to the extent it requests the same
 27 DOCUMENTS and ESI sought in Request No. 42. Additionally, RMG objects to this Request as
 28 seeking information that is neither relevant to the parties' claims or defenses nor reasonably

1 calculated to lead to the discovery of admissible evidence, to the extent it seeks DOCUMENTS
2 and ESI without any reasonable relation to the text message content identified in Paragraph 20 of
3 the Class Action Complaint.

4 Subject to and without waiving the foregoing objections or the Preliminary Statement and
5 the General Objections, which are incorporated herein by reference, RMG offers to meet and
6 confer with Plaintiff regarding the timing and scope of this Request

7 **REQUEST FOR PRODUCTION NO. 59:**

8 All COMMUNICATIONS that contain the URL bit.ly/NmCROO.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 59:**

10 RMG objects to this Request to the extent it seeks information protected from discovery
11 by the attorney-client privilege or work product doctrine. RMG objects to this request to the
12 extent it seeks information that is not in the possession, custody or control of responding party.
13 RMG further objects to this Request as overly broad and unduly burdensome. RMG also objects
14 to this Request as duplicative and harassing to the extent it requests the same
15 COMMUNICATIONS sought in Request No. 43. Additionally, RMG objects to this Request as
16 seeking information that is neither relevant to the parties' claims or defenses nor reasonably
17 calculated to lead to the discovery of admissible evidence, to the extent it seeks
18 COMMUNICATIONS without any reasonable relation to the text message content identified in
19 Paragraph 20 of the Class Action Complaint.

20 Subject to and without waiving the foregoing objections or the Preliminary Statement and
21 the General Objections, which are incorporated herein by reference, RMG offers to meet and
22 confer with Plaintiff regarding the timing and scope of this Request.

23 **REQUEST FOR PRODUCTION NO. 60:**

24 All DOCUMENTS and ESI RELATING TO how the TEXT MESSAGES were
25 TRANSMITTED to PLAINTIFF and the PROPOSED CLASS MEMBERS, INCLUDING, all
26 DOCUMENTS DESCRIBING or IDENTIFYING all TELEPHONE DIALING EQUIPMENT
27 used to send or TRANSMIT the TEXT MESSAGES, and how the phone numbers of PLAINTIFF
28 and the PROPOSED CLASS MEMBERS were inputted to, processed by, stored, and dialed from

1 that TELEPHONE DIALING EQUIPMENT.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 60:**

3 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
4 further objects to this Request as seeking information that is neither relevant to the parties' claims
5 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
6 extent that it calls for information regarding SMS text messages or text message content not
7 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
8 overly broad in its use of the terms "TEXT MESSAGES", "TRANSMITTED", and
9 "TRANSMIT" as defined in these Requests, and as not readily susceptible to response to the
10 extent it references "PROPOSED CLASS MEMBERS" as RMG is unable to identify the
11 "PROPOSED CLASS MEMBERS" as defined in these Requests. Subject to and without waiving
12 the foregoing objections or the Preliminary Statement and the General Objections, which are
13 incorporated herein by reference, RMG responds as follows:

14 One or more Third-Party Defendants in this action may have DOCUMENTS and ESI
15 responsive to this Request because a Third-Party Defendant in this action may have made the call,
16 as that phrase is used in 47 U.S.C. § 227(b)(1)(A)(iii), identified in Paragraph 17 of the Class
17 Action Complaint and/or calls which included the text message language identified in Paragraph
18 20 of the Class Action Complaint.

19 **REQUEST FOR PRODUCTION NO. 61:**

20 All COMMUNICATIONS RELATING TO how the TEXT MESSAGES were
21 TRANSMITTED to PLAINTIFF and the PROPOSED CLASS MEMBERS, INCLUDING, all
22 DOCUMENTS DESCRIBING or IDENTIFYING all TELEPHONE DIALING EQUIPMENT
23 used to send or TRANSMIT the TEXT MESSAGES, and how the phone numbers of PLAINTIFF
24 and the PROPOSED CLASS MEMBERS were inputted to, processed by, stored, and dialed from
25 that TELEPHONE DIALING EQUIPMENT.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 61:**

27 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
28 further objects to this Request as seeking information that is neither relevant to the parties' claims

or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the terms "TEXT MESSAGES", "TRANSMITTED", and "TRANSMIT" as defined in these Requests, and as not readily susceptible to response to the extent it references "PROPOSED CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as defined in these Requests. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

One or more Third-Party Defendants in this action may have COMMUNICATIONS responsive to this Request because a Third-Party Defendant in this action may have made the call, as that phrase is used in 47 U.S.C. § 227(b)(1)(A)(iii), identified in Paragraph 17 of the Class Action Complaint and/or calls which included the text message language identified in Paragraph 20 of the Class Action Complaint.

REQUEST FOR PRODUCTION NO. 62:

All DOCUMENTS and ESI RELATING TO the technological capability and capacity of the equipment used to TRANSMIT the TEXT MESSAGES to PLAINTIFF and the PROPOSED CLASS MEMBERS, INCLUDING DOCUMENTS DESCRIBING, disclosing, discussing, and RELATING TO:

(a) the make and model of all TELEPHONE DIALING EQUIPMENT used to send the TEXT MESSAGES;

(b) the ability of the TELEPHONE DIALING EQUIPMENT to send the TEXT MESSAGES to dial multiple telephone numbers simultaneously; and

(c) the ability of the TELEPHONE DIALING EQUIPMENT to send the TEXT MESSAGES stored or produce telephone numbers to be called using a random or sequential number generator.

RESPONSE TO REQUEST FOR PRODUCTION NO. 62:

RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG

1 further objects to this Request as seeking information that is neither relevant to the parties' claims
 2 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
 3 extent that it calls for information regarding SMS text messages or text message content not
 4 identified in the Class Action Complaint in this matter. RMG also objects to this Request as
 5 overly broad in its use of the terms "TEXT MESSAGES" and "TRANSMIT" as defined in these
 6 Requests, and as not readily susceptible to response to the extent it references "PROPOSED
 7 CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as
 8 defined in these Requests. Subject to and without waiving the foregoing objections or the
 9 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 10 RMG responds as follows:

11 One or more Third-Party Defendants in this action may have DOCUMENTS and ESI
 12 responsive to this Request because a Third-Party Defendant in this action may have made the call,
 13 as that phrase is used in 47 U.S.C. § 227(b)(1)(A)(iii), identified in Paragraph 17 of the Class
 14 Action Complaint and/or calls which included the text message language identified in Paragraph
 15 20 of the Class Action Complaint.

16 **REQUEST FOR PRODUCTION NO. 63:**

17 All COMMUNICATIONS RELATING TO the technological capability and capacity of
 18 the equipment that used to TRANSMIT TEXT MESSAGES to PLAINTIFF and the PROPOSED
 19 CLASS MEMBERS, INCLUDING DOCUMENTS DESCRIBING, disclosing, discussing, and
 20 RELATING TO:

21 (a) the make and model of all TELEPHONE DIALING EQUIPMENT used by to
 22 send the TEXT MESSAGES;

23 (b) the ability of the TELEPHONE DIALING EQUIPMENT used to send the TEXT
 24 MESSAGES to dial multiple telephone numbers simultaneously; and

25 (c) the ability of the TELEPHONE DIALING EQUIPMENT used to send the TEXT
 26 MESSAGES stored or produce telephone numbers to be called using a random or sequential
 27 number generator.

RESPONSE TO REQUEST FOR PRODUCTION NO. 63:

RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text messages or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the terms "TRANSMIT" and "TEXT MESSAGES" as defined in these Requests, and as not readily susceptible to response to the extent it references "PROPOSED CLASS MEMBERS" as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as defined in these Requests. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

One or more Third-Party Defendants in this action may have COMMUNICATIONS responsive to this Request because a Third-Party Defendant in this action may have made the call, as that phrase is used in 47 U.S.C. § 227(b)(1)(A)(iii), identified in Paragraph 17 of the Class Action Complaint and/or calls which included the text message language identified in Paragraph 20 of the Class Action Complaint.

REQUEST FOR PRODUCTION NO. 64:

All DOCUMENTS and ESI IDENTIFYING, DESCRIBING or referring to the purpose, context, conduct, and methodology used to verify prior and continuing express consent from PLAINTIFF and/or any PROPOSED CLASS MEMBER to receive the TEXT MESSAGES.

RESPONSE TO REQUEST FOR PRODUCTION NO. 64:

RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to establishing liability under 47 U.S.C. § 227(b)(1)(A)(iii) in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the term "TEXT MESSAGES" as defined in these Requests,

1 as vague and ambiguous in its use of the undefined terms “purpose”, “context”, “conduct”, and
2 “methodology”, and as not readily susceptible to response to the extent it references
3 “PROPOSED CLASS MEMBER” as RMG is unable to identify a “PROPOSED CLASS
4 MEMBER” as defined in these Requests. Subject to and without waiving the foregoing
5 objections or the Preliminary Statement and the General Objections, which are incorporated
6 herein by reference, RMG responds as follows:

7 RMG will produce non-privileged, non-protected, responsive documents to the extent that
8 these documents exist and are in the possession, custody and control of responding party.

9 **REQUEST FOR PRODUCTION NO. 65:**

10 All COMMUNICATIONS IDENTIFYING, DESCRIBING or referring to the purpose,
11 context, conduct, and methodology used to verify prior and continuing express consent from
12 PLAINTIFF and/or any PROPOSED CLASS MEMBER to receive the TEXT MESSAGES.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 65:**

14 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
15 further objects to this Request as seeking information that is neither relevant to the parties’ claims
16 or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the
17 extent that it calls for information not reasonably related to establishing liability under 47 U.S.C.
18 § 227(b)(1)(A)(iii) in the Class Action Complaint in this matter. RMG also objects to this
19 Request as overly broad in its use of the term “TEXT MESSAGES” as defined in these Requests,
20 as vague and ambiguous in its use of the undefined terms “purpose”, “context”, “conduct”, and
21 “methodology”, and as not readily susceptible to response to the extent it references
22 “PROPOSED CLASS MEMBER” as RMG is unable to identify a “PROPOSED CLASS
23 MEMBER” as defined in these Requests. Subject to and without waiving the foregoing
24 objections or the Preliminary Statement and the General Objections, which are incorporated
25 herein by reference, RMG responds as follows:

26 RMG will produce non-privileged, non-protected, responsive documents to the extent that
27 these documents exist and are in the possession, custody and control of responding party.

REQUEST FOR PRODUCTION NO. 66:

All DOCUMENTS and ESI RELATING TO the TCPA.

RESPONSE TO REQUEST FOR PRODUCTION NO. 66:

RMG objects to this Request as overly broad and unduly burdensome. RMG objects to this Request to the extent it seeks information protected by the attorney client privilege and/or the work product doctrine. RMG further objects to this Request as overly broad in its use of the term "TCPA" as defined in these Requests, as vague and ambiguous, and as not limited by time period. RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text messages or text message content identified in the Class Action Complaint in this matter.

REQUEST FOR PRODUCTION NO. 67:

All COMMUNICATIONS RELATING TO the TCPA.

RESPONSE TO REQUEST FOR PRODUCTION NO. 67:

RMG objects to this Request as overly broad and unduly burdensome. RMG objects to this Request to the extent it seeks information protected by the attorney client privilege and/or the work product doctrine. RMG further objects to this Request as overly broad in its use of the term "TCPA" as defined in these Requests, as vague and ambiguous, and as not limited by time period. RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text messages or text message content identified in the Class Action Complaint in this matter.

REQUEST FOR PRODUCTION NO. 68:

All DOCUMENTS and ESI RELATING TO YOUR procedures and criteria for ensuring YOUR compliance with the TCPA.

RESPONSE TO REQUEST FOR PRODUCTION NO. 68:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG objects to this Request to the extent that it seeks information protected by the attorney client

1 privilege and/or the work product doctrine. RMG further objects to this Request as overly broad
 2 in its use of the terms “YOUR” and “TCPA” as defined in these Requests. RMG also objects to
 3 this Request as seeking information that is neither relevant to the parties’ claims or defenses nor
 4 reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 5 information not reasonably related to the SMS text messages or text message content identified in
 6 the Class Action Complaint in this matter. Subject to and without waiving the foregoing
 7 objections or the Preliminary Statement and the General Objections, which are incorporated
 8 herein by reference, RMG responds as follows:

9 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 10 these documents exist and are in the possession, custody and control of responding party.

11 **REQUEST FOR PRODUCTION NO. 69:**

12 ALL COMMUNICATIONS RELATING TO YOUR procedures and criteria for ensuring
 13 YOUR compliance with the TCPA.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 69:**

15 RMG objects to this Request as compound, overly broad and unduly burdensome. RMG
 16 objects to this Request to the extent it seeks information protected by the attorney client privilege
 17 or work product doctrine. RMG further objects to this Request as overly broad in its use of the
 18 terms “YOUR” and “TCPA” as defined in these Requests. RMG also objects to this Request as
 19 seeking information that is neither relevant to the parties’ claims or defenses nor reasonably
 20 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 21 information not reasonably related to the SMS text messages or text message content identified in
 22 the Class Action Complaint in this matter. Subject to and without waiving the foregoing
 23 objections or the Preliminary Statement and the General Objections, which are incorporated
 24 herein by reference, RMG responds as follows:

25 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 26 these documents exist and are in the possession, custody and control of responding party.

27 **REQUEST FOR PRODUCTION NO. 70:**

28 ALL DOCUMENTS and ESI RELATING TO YOUR procedures and criteria for ensuring

1 that third parties hired by YOU or acting on YOUR behalf comply with the TCPA.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 70:**

3 RMG objects to this Request as compound, overly broad and unduly burdensome. RMG
4 objects to this Request to the extent it seeks information protected by the attorney client privilege
5 or work product doctrine. RMG further objects to this Request as overly broad in its use of the
6 terms "YOUR", "YOU", and "TCPA" as defined in these Requests, and as vague and ambiguous
7 in its use of the undefined phrase "criteria for ensuring". RMG also objects to this Request as
8 premised on a factual circumstance without any foundation. Additionally, RMG objects to this
9 Request as seeking information that is neither relevant to the parties' claims or defenses nor
10 reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for
11 information not reasonably related to the SMS text messages or text message content identified in
12 the Class Action Complaint in this matter. Subject to and without waiving the foregoing
13 objections or the Preliminary Statement and the General Objections, which are incorporated
14 herein by reference, RMG responds as follows:

15 RMG will produce non-privileged, non-protected, responsive documents to the extent that
16 these documents exist and are in the possession, custody and control of responding party.

17 **REQUEST FOR PRODUCTION NO. 71:**

18 All COMMUNICATIONS RELATING TO YOUR procedures and criteria for ensuring
19 that third parties hired by YOU or acting on YOUR behalf comply with the TCPA.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 71:**

21 RMG objects to this Request as compound, overly broad and unduly burdensome. RMG
22 objects to this Request to the extent it seeks information protected by the attorney client privilege
23 or work product doctrine. RMG further objects to this Request as overly broad in its use of the
24 terms "YOUR", "YOU", and "TCPA" as defined in these Requests, and as vague and ambiguous
25 in its use of the undefined phrase "criteria for ensuring". RMG also objects to this Request as
26 premised on a factual circumstance without any foundation. Additionally, RMG objects to this
27 Request as seeking information that is neither relevant to the parties' claims or defenses nor
28 reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for

1 information not reasonably related to the SMS text messages or text message content identified in
 2 the Class Action Complaint in this matter. Subject to and without waiving the foregoing
 3 objections or the Preliminary Statement and the General Objections, which are incorporated
 4 herein by reference, RMG responds as follows:

5 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 6 these documents exist and are in the possession, custody and control of responding party.

7 **REQUEST FOR PRODUCTION NO. 72:**

8 All DOCUMENTS and ESI RELATING TO YOUR procedures and criteria for ensuring
 9 that YOUR business partners comply with the TCPA.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 72:**

11 RMG objects to this Request as compound, overly broad and unduly burdensome. RMG
 12 objects to this Request to the extent it seeks information protected by the attorney client privilege
 13 and/or the work product doctrine. RMG further objects to this Request as overly broad in its use
 14 of the terms "YOUR" and "TCPA" as defined in these Requests, and as vague and ambiguous in
 15 its use of the undefined term "business partners" and undefined phrase "criteria for ensuring".
 16 RMG also objects to this Request as premised on a factual circumstance without any foundation.
 17 Additionally, RMG objects to this Request as seeking information that is neither relevant to the
 18 parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible
 19 evidence, to the extent that it calls for information not reasonably related to the SMS text
 20 messages or text message content identified in the Class Action Complaint in this matter. Subject
 21 to and without waiving the foregoing objections or the Preliminary Statement and the General
 22 Objections, which are incorporated herein by reference, RMG responds as follows:

23 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 24 these documents exist and are in the possession, custody and control of responding party.

25 **REQUEST FOR PRODUCTION NO. 73:**

26 All COMMUNICATIONS RELATING TO YOUR procedures and criteria for ensuring
 27 that YOUR business partners comply with the TCPA.

RESPONSE TO REQUEST FOR PRODUCTION NO. 73:

RMG objects to this Request as compound, overly broad and unduly burdensome. RMG objects to this Request to the extent it seeks information protected by the attorney client privilege and/or the work product doctrine. RMG further objects to this Request as overly broad in its use of the terms “YOUR” and “TCPA” as defined in these Requests, and as vague and ambiguous in its use of the undefined term “business partners” and undefined phrase “criteria for ensuring”. RMG also objects to this Request as premised on a factual circumstance without any foundation. Additionally, RMG objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text messages or text message content identified in the Class Action Complaint in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG will produce non-privileged, non-protected, responsive documents to the extent that these documents exist and are in the possession, custody and control of responding party.

REQUEST FOR PRODUCTION NO. 74:

All complaints received by YOU, INCLUDING consumer complaints and government investigations, RELATING TO the TEXT MESSAGES, or any alleged violations of the TCPA, regardless of whether lawsuits arose out of such complaints.

RESPONSE TO REQUEST FOR PRODUCTION NO. 74:

RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG further objects to this Request as overly broad in its use of the terms “YOU”, “TEXT MESSAGES”, and “TCPA” as defined in these Requests. RMG also objects to this Request as not limited in time period. Additionally, RMG objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text messages or text message content identified in the Class Action Complaint in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and

1 the General Objections, which are incorporated herein by reference, RMG offers to meet and
 2 confer with Plaintiff regarding the timing and scope of this Request.

3 **REQUEST FOR PRODUCTION NO. 75:**

4 All COMMUNICATIONS RELATING TO the complaints YOU produced in response to
 5 Request for Production No. 74 above.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 75:**

7 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 8 further objects to this Request as overly broad in its use of the term "YOU" as defined in these
 9 Requests. RMG also objects to this Request as not limited in time period. Additionally, RMG
 10 objects to this Request as seeking information that is neither relevant to the parties' claims or
 11 defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent
 12 that it calls for information not reasonably related to the SMS text messages or text message
 13 content identified in the Class Action Complaint in this matter. Subject to and without waiving
 14 the foregoing objections or the Preliminary Statement and the General Objections, which are
 15 incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the
 16 timing and scope of this Request.

17 **REQUEST FOR PRODUCTION NO. 76:**

18 All consumer complaints received by YOU RELATING TO the TRANSMISSION of
 19 SMS MESSAGES.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 76:**

21 RMG objects to this Request as overly broad and unduly burdensome. RMG further
 22 objects to this Request as overly broad in its use of the terms "YOU" and "TRANSMISSION" as
 23 defined in these Requests. RMG also objects to this Request as duplicative and harassing to the
 24 extent it requests the same information sought in Request No. 74, and as not limited in time
 25 period. Additionally, RMG objects to this Request as seeking information that is neither relevant
 26 to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible
 27 evidence, to the extent that it calls for information not reasonably related to the SMS text
 28 messages or text message content identified in the Class Action Complaint in this matter. Subject

1 to and without waiving the foregoing objections or the Preliminary Statement and the General
 2 Objections, which are incorporated herein by reference, RMG offers to meet and confer with
 3 Plaintiff regarding the timing and scope of this Request.

4 **REQUEST FOR PRODUCTION NO. 77:**

5 All DOCUMENTS and ESI RELATING TO and/or containing the phone numbers (323)
 6 400-9751, (323) 819-3946, (347) 304-1748, (507) 676-2674, (612) 723-6736, (347) 304-0382,
 7 (619) 346-9694, (662) 336-0540, (262) 717-5843, (315) 775-6453, and/or (347) 452-6839.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 77:**

9 RMG object to this Request as compound, overly broad, and unduly burdensome. RMG
 10 further objects to this Request as premised on a factual circumstance without any foundation.
 11 RMG also objects to this Request as not limited in time period. Additionally, RMG objects to
 12 this Request as seeking information that is neither relevant to the parties' claims or defenses nor
 13 reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 14 information not reasonably related to the SMS text messages or text message content identified in
 15 the Class Action Complaint in this matter. Subject to and without waiving the foregoing
 16 objections or the Preliminary Statement and the General Objections, which are incorporated
 17 herein by reference, RMG responds as follows:

18 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 19 these documents exist and are in the possession, custody and control of responding party.

20 **REQUEST FOR PRODUCTION NO. 78:**

21 All COMMUNICATIONS RELATING TO and/or containing the phone numbers (323)
 22 400-9751, (323) 819-3946, (347) 304-1748, (507) 676-2674, (612) 723-6736, (347) 304-0382,
 23 (619) 346-9694, (662) 336-0540, (262) 717-5843, (315) 775-6453, and/or (347) 452-6839.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 78:**

25 RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG
 26 further objects to this Request as premised on a factual circumstance without any foundation.
 27 RMG also objects to this Request as not limited in time period. Additionally, RMG objects to
 28 this Request as seeking information that is neither relevant to the parties' claims or defenses nor

1 reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 2 information not reasonably related to the SMS text messages or text message content identified in
 3 the Class Action Complaint in this matter. Subject to and without waiving the foregoing
 4 objections or the Preliminary Statement and the General Objections, which are incorporated
 5 herein by reference, RMG responds as follows:

6 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 7 these documents exist and are in the possession, custody and control of responding party.

8 **REQUEST FOR PRODUCTION NO. 79:**

9 All DOCUMENTS and ESI RELATING TO and/or containing the name "David
 10 Trindade."

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 79:**

12 RMG objects to this Request to the extent it seeks documents protected from discovery by
 13 the attorney-client privilege or work product doctrine. RMG further objects to this Request to the
 14 extent it seeks documents in Plaintiff's possession, custody or control. RMG also objects to this
 15 Request as duplicative and harassing to the extent it requests the same information sought in
 16 Request No. 12. Subject to and without waiving the foregoing objections or the Preliminary
 17 Statement and the General Objections, which are incorporated herein by reference, RMG
 18 responds as follows:

19 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 20 these documents exist and are in the possession, custody and control of responding party.

21 **REQUEST FOR PRODUCTION NO. 80:**

22 All COMMUNICATIONS RELATING TO and/or containing the name "David
 23 Trindade."

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 80:**

25 RMG objects to this Request to the extent it seeks documents protected from discovery by
 26 the attorney-client privilege or work product doctrine. RMG further objects to this Request to the
 27 extent it seeks documents in Plaintiff's possession, custody or control. RMG also objects to this
 28 Request as duplicative and harassing to the extent it requests the same information sought in

Request Nos. 12 and 13. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG will produce non-privileged, non-protected, responsive documents to the extent that these documents exist and are in the possession, custody and control of responding party.

REQUEST FOR PRODUCTION NO. 81:

All DOCUMENTS and ESI RELATING TO and/or containing the phone number (408) 205-2066.

RESPONSE TO REQUEST FOR PRODUCTION NO. 81:

RMG objects to this Request as overly broad and unduly burdensome. RMG further objects to this Request as premised on a factual circumstance without any foundation. RMG also objects to this Request as not limited in time period. Additionally, RMG objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text messages or text message content identified in the Class Action Complaint in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG will produce non-privileged, non-protected, responsive documents to the extent that these documents exist and are in the possession, custody and control of responding party.

REQUEST FOR PRODUCTION NO. 82:

All COMMUNICATIONS RELATING TO and/or containing the phone number (408) 205-2066.

RESPONSE TO REQUEST FOR PRODUCTION NO. 82:

RMG objects to this Request as overly broad and unduly burdensome. RMG further objects to this Request as premised on a factual circumstance without any foundation. RMG also objects to this Request as not limited in time period. Additionally, RMG objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably

1 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 2 information not reasonably related to the SMS text messages or text message content identified in
 3 the Class Action Complaint in this matter. Subject to and without waiving the foregoing
 4 objections or the Preliminary Statement and the General Objections, which are incorporated
 5 herein by reference, RMG responds as follows:

6 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 7 these documents exist and are in the possession, custody and control of responding party.

8 **REQUEST FOR PRODUCTION NO. 83:**

9 All contracts, agreements, or other written understandings between YOU and EWA.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 83:**

11 RMG objects to this Request as overly broad in its use of the term "YOU" as defined in
 12 these Requests, and as vague and ambiguous in its use of the undefined phrase "written
 13 understandings." RMG further objects to this Request as seeking information that is neither
 14 relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of
 15 admissible evidence, to the extent that it calls for information not reasonably related to the SMS
 16 text message or text message content identified in the Class Action Complaint in this matter.
 17 Subject to and without waiving the foregoing objections or the Preliminary Statement and the
 18 General Objections, which are incorporated herein by reference, RMG responds as follows:

19 RMG will produce non-privileged, non-protected, responsive documents to the extent that
 20 these documents exist and are in the possession, custody and control of responding party.

21 **REQUEST FOR PRODUCTION NO. 84:**

22 All contracts, agreements, or written understandings exchanged between YOU and Third-
 23 Party Defendant Ryan Lenahan.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 84:**

25 RMG objects to this Request as overly broad in its use of the term "YOU" as defined in
 26 these Requests, and as vague and ambiguous in its use of the undefined phrase "written
 27 understandings." RMG further objects to this Request as seeking information that is neither
 28 relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of

admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter.

Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG informally produced the relevant, non-privileged and non-protected documents in its possession, custody and control responsive to this Request on February 4, 2013, when counsel for RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party Defendant Ryan Lenahan's Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents responsive to this Request are contained within this compilation of exhibits. RMG will formally produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff.

REQUEST FOR PRODUCTION NO. 85:

All contracts, agreements, or other written understandings between YOU and Third-Party Defendant Kyle Danna.

RESPONSE TO REQUEST FOR PRODUCTION NO. 85:

RMG objects to this Request as overly broad in its use of the term "YOU" as defined in these Requests, and as vague and ambiguous in its use of the undefined phrase "written understandings." RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG will produce non-privileged, non-protected, responsive documents to the extent that these documents exist and are in the possession, custody and control of responding party.

REQUEST FOR PRODUCTION NO. 86:

All DOCUMENTS and ESI sufficient to IDENTIFY the total top-line revenue YOU received as the result of EWA directing PERSONS to CashAdvanceDiamond.com,

1 MobileCashSource.com, and any websites owned and/or operated by YOU.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 86:**

3 RMG objects to this Request as compound, overly broad and unduly burdensome. RMG
4 further objects to this Request as seeking information that is neither relevant to the parties' claims
5 or defenses nor reasonably calculated to lead to the discovery of admissible evidence. RMG also
6 objects to this Request as overly broad in its use of the term "YOU" as defined in these Requests,
7 and as vague and ambiguous in its use of the undefined term "top-line revenue" and undefined
8 phrase "directing PERSONS".

9 **REQUEST FOR PRODUCTION NO. 87:**

10 All COMMUNICATIONS sufficient to IDENTIFY the total top-line revenue YOU
11 received as the result of EWA directing PERSONS to CashAdvanceDiamond.com,
12 MobileCashSource.com, and any websites owned and/or operated by YOU.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 87:**

14 RMG objects to this Request as compound, overly broad and unduly burdensome. RMG
15 further objects to this Request as seeking information that is neither relevant to the parties' claims
16 or defenses nor reasonably calculated to lead to the discovery of admissible evidence. RMG also
17 objects to this Request as overly broad in its use of the term "YOU" as defined in these Requests,
18 and as vague and ambiguous in its use of the undefined term "top-line revenue" and undefined
19 phrase "directing PERSONS".

20 **REQUEST FOR PRODUCTION NO. 88:**

21 All DOCUMENTS and ESI sufficient to IDENTIFY the total amount(s) of money YOU
22 paid to EWA RELATING TO the TEXT MESSAGES.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 88:**

24 RMG objects to this Request as vague and ambiguous. RMG further objects to this
25 Request as seeking information that is neither relevant to the parties' claims or defenses nor
26 reasonably calculated to lead to the discovery of admissible evidence. RMG also objects to this
27 Request as overly broad in its use of the terms "YOU" and "TEXT MESSAGES" as defined in
28 these Requests.

REQUEST FOR PRODUCTION NO. 89:

All COMMUNICATIONS sufficient to IDENTIFY the total amount(s) of money YOU paid to EWA RELATING TO the TEXT MESSAGES.

RESPONSE TO REQUEST FOR PRODUCTION NO. 89:

RMG objects to this Request as vague and ambiguous. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence. RMG also objects to this Request as overly broad in its use of the terms "YOU" and "TEXT MESSAGES" as defined in these Requests.

REQUEST FOR PRODUCTION NO. 90:

All DOCUMENTS and ESI sufficient to IDENTIFY the total amount(s) of money EWA invoiced to YOU RELATING TO the TEXT MESSAGES.

RESPONSE TO REQUEST FOR PRODUCTION NO. 90:

RMG objects to this Request as vague and ambiguous. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence. RMG also objects to this Request as overly broad in its use of the terms "YOU" and "TEXT MESSAGES" as defined in these Requests.

REQUEST FOR PRODUCTION NO. 91:

All COMMUNICATIONS sufficient to IDENTIFY the total amount(s) of money EWA invoiced to YOU RELATING TO the TEXT MESSAGES.

RESPONSE TO REQUEST FOR PRODUCTION NO. 91:

RMG objects to this Request as vague and ambiguous. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence. RMG also objects to this Request as overly broad in its use of the terms "YOU" and "TEXT MESSAGES" as defined in these Requests.

REQUEST FOR PRODUCTION NO. 92:

All insurance policies that may provide, or upon which YOU may make claims for, coverage RELATING TO the subject matter of this lawsuit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 92:

RMG objects to this Request as overly broad in its use of the term “YOU” as defined in these Requests. RMG further objects to this Request as calling for a legal conclusion. Subject to and without waiving the foregoing objection or any of the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG has no relevant, non-privileged, and non-protected insurance policies in its possession, custody or control that are responsive to this Request.

REQUEST FOR PRODUCTION NO. 93:

All DOCUMENTS IDENTIFYING any Internet tracking links, referrer headers, electronic COMMUNICATIONS, records of impressions, or any other CLICKSTREAM data for each PERSON EWA directed to CashAdvanceDiamond.com, MobileCashSource.com, and any other websites owned and/or operated by YOU.

RESPONSE TO REQUEST FOR PRODUCTION NO. 93:

RMG objects to this Request as compound, overly broad, and unduly burdensome. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text messages or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as overly broad in its use of the term “YOU” as defined in these Requests, and as vague and ambiguous in its use of the undefined terms “Internet tracking links”, “referrer headers”, and “records of impressions” and the undefined phrase “directed to”. Additionally, RMG objects to this Request as not limited by time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG offers to meet and confer with Plaintiff regarding the timing and scope of this Request.

REQUEST FOR PRODUCTION NO. 94:

All “Creatives”, as referenced in paragraphs 16-18, that YOU supplied to EWA, Ryan Lenahan, and Kyle Danna.

RESPONSE TO REQUEST FOR PRODUCTION NO. 94:

RMG objects to this Request as vague and ambiguous in its reference to “paragraphs 16-18.” For purposes of responding to this Request, RMG interprets the reference to “paragraphs 16-18” in this Request as referring to paragraphs 16, 17, and 18 of the Third-Party Complaint (Dkt. 22) in this matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG will produce non-privileged, non-protected, responsive documents to the extent that these documents exist and are in the possession, custody and control of responding party.

REQUEST FOR PRODUCTION NO. 95:

All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR First Affirmative Defense stated in YOUR Answer to PLAINTIFF’S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 95:

RMG objects to this Request as compound, and as overly broad in its use of the terms “YOU” and “YOUR” as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks documents in Plaintiff’s possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG informally produced relevant, non-privileged and non-protected documents in its

possession, custody and control responsive to this Request on February 4, 2013, when counsel for RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party Defendant Ryan Lenahan's Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents responsive to this Request are contained within this compilation of exhibits. RMG will formally produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff. RMG will also produce to Plaintiff:

(1) A screenshot of EWA's account information as a former publisher of RMG; and

(2) The Insertion Orders into which EWA and RMG entered.

REQUEST FOR PRODUCTION NO. 96:

All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR First Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 96:

RMG objects to this Request as compound, and as overly broad in its use of the terms "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks information in Plaintiff's possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG informally produced relevant, non-privileged and non-protected documents in its possession, custody and control responsive to this Request on February 4, 2013, when counsel for RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party Defendant Ryan Lenahan's Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through

1 S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents
 2 responsive to this Request are contained within this compilation of exhibits. RMG will formally
 3 produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff. RMG
 4 will also produce to Plaintiff:

5 (1) A screenshot of EWA's account information as a former publisher of RMG; and

6 (2) The Insertion Orders into which EWA and RMG entered.

7 **REQUEST FOR PRODUCTION NO. 97:**

8 All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR
 9 Second Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 97:**

11 RMG objects to this Request as compound, and as overly broad in its use of the terms
 12 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
 13 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
 14 RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession,
 15 custody or control, and to the extent it calls for attorney-client privileged information, attorney
 16 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
 17 objects to this Request as premature, as RMG has only begun to conduct its investigation and
 18 discovery and thus, the information sought in this Request is not yet known or readily obtainable
 19 by RMG.

20 **REQUEST FOR PRODUCTION NO. 98:**

21 All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR
 22 Second Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 98:**

24 RMG objects to this Request as compound, and as overly broad in its use of the terms
 25 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
 26 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
 27 RMG also objects to this Request to the extent it seeks information in Plaintiff's possession,
 28 custody or control, and to the extent it calls for attorney-client privileged information, attorney

work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG.

REQUEST FOR PRODUCTION NO. 99:

All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR Third Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 99:

RMG objects to this Request as compound, and as overly broad in its use of the terms "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG.

REQUEST FOR PRODUCTION NO. 100:

All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR Third Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 100:

RMG objects to this Request as compound, and as overly broad in its use of the terms "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks information in Plaintiff's possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and

1 discovery and thus, the information sought in this Request is not yet known or readily obtainable
2 by RMG.

3 **REQUEST FOR PRODUCTION NO. 101:**

4 All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR
5 Fourth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 101:**

7 RMG objects to this Request as compound, and as overly broad in its use of the terms
8 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
9 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
10 RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession,
11 custody or control, and to the extent it calls for attorney-client privileged information, attorney
12 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
13 objects to this Request as premature, as RMG has only begun to conduct its investigation and
14 discovery and thus, the information sought in this Request is not yet known or readily obtainable
15 by RMG.

16 **REQUEST FOR PRODUCTION NO. 102:**

17 All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR
18 Fourth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 102:**

20 RMG objects to this Request as compound, and as overly broad in its use of the terms
21 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
22 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
23 RMG also objects to this Request to the extent it seeks information in Plaintiff's possession,
24 custody or control, and to the extent it calls for attorney-client privileged information, attorney
25 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
26 objects to this Request as premature, as RMG has only begun to conduct its investigation and
27 discovery and thus, the information sought in this Request is not yet known or readily obtainable
28 by RMG.

REQUEST FOR PRODUCTION NO. 103:

All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR Fifth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 103:

RMG objects to this Request as compound, and as overly broad in its use of the terms "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG.

REQUEST FOR PRODUCTION NO. 104:

All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR Fifth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 104:

RMG objects to this Request as compound, and as overly broad in its use of the terms "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks information in Plaintiff's possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG.

REQUEST FOR PRODUCTION NO. 105:

All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR

Sixth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 105:

RMG objects to this Request as compound, and as overly broad in its use of the terms "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG informally produced relevant, non-privileged and non-protected documents in its possession, custody and control responsive to this Request on February 4, 2013, when counsel for RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party Defendant Ryan Lenahan's Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents responsive to this Request are contained within this compilation of exhibits. RMG will formally produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff. RMG will also produce to Plaintiff:

- (1) A screenshot of EWA's account information as a former publisher of RMG; and
- (2) The Insertion Orders into which EWA and RMG entered.

REQUEST FOR PRODUCTION NO. 106:

All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR Sixth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 106:

RMG objects to this Request as compound, and as overly broad in its use of the terms

1 “YOU” and “YOUR” as defined in these Requests. RMG further objects to this Request as
 2 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
 3 RMG also objects to this Request to the extent it seeks information in Plaintiff’s possession,
 4 custody or control, and to the extent it calls for attorney-client privileged information, attorney
 5 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
 6 objects to this Request as premature, as RMG has only begun to conduct its investigation and
 7 discovery and thus, the information sought in this Request is not yet known or readily obtainable
 8 by RMG. Subject to and without waiving the foregoing objections or the Preliminary Statement
 9 and the General Objections, which are incorporated herein by reference, RMG responds as
 10 follows:

11 RMG informally produced relevant, non-privileged and non-protected documents in its
 12 possession, custody and control responsive to this Request on February 4, 2013, when counsel for
 13 RMG emailed Plaintiff’s counsel a zip drive containing RMG’s Opposition to Third-Party
 14 Defendant Ryan Lenahan’s Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through
 15 S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents
 16 responsive to this Request are contained within this compilation of exhibits. RMG will formally
 17 produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff. RMG
 18 will produce to Plaintiff:

- 19 (1) A screenshot of EWA’s account information as a former publisher of RMG; and
 20 (2) The Insertion Orders into which EWA and RMG entered.

21 **REQUEST FOR PRODUCTION NO. 107:**

22 All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR
 23 Seventh Affirmative Defense stated in YOUR Answer to PLAINTIFF’S COMPLAINT.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 107:**

25 RMG objects to this Request as compound, and as overly broad in its use of the terms
 26 “YOU” and “YOUR” as defined in these Requests. RMG further objects to this Request as
 27 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
 28 RMG also objects to this Request to the extent it seeks documents in Plaintiff’s possession,

1 custody or control, and to the extent it calls for attorney-client privileged information, attorney
 2 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
 3 objects to this Request as premature, as RMG has only begun to conduct its investigation and
 4 discovery and thus, the information sought in this Request is not yet known or readily obtainable
 5 by RMG.

6 **REQUEST FOR PRODUCTION NO. 108:**

7 All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR
 8 Seventh Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 108:**

10 RMG objects to this Request as compound, and as overly broad in its use of the terms
 11 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
 12 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
 13 RMG also objects to this Request to the extent it seeks information in Plaintiff's possession,
 14 custody or control, and to the extent it calls for attorney-client privileged information, attorney
 15 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
 16 objects to this Request as premature, as RMG has only begun to conduct its investigation and
 17 discovery and thus, the information sought in this Request is not yet known or readily obtainable
 18 by RMG.

19 **REQUEST FOR PRODUCTION NO. 109:**

20 All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR
 21 Eighth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 109:**

23 RMG objects to this Request as compound, and as overly broad in its use of the terms
 24 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
 25 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
 26 RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession,
 27 custody or control, and to the extent it calls for attorney-client privileged information, attorney
 28 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG

1 objects to this Request as premature, as RMG has only begun to conduct its investigation and
 2 discovery and thus, the information sought in this Request is not yet known or readily obtainable
 3 by RMG.

4 **REQUEST FOR PRODUCTION NO. 110:**

5 All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR
 6 Eighth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 110:**

8 RMG objects to this Request as compound, and as overly broad in its use of the terms
 9 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
 10 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
 11 RMG also objects to this Request to the extent it seeks information in Plaintiff's possession,
 12 custody or control, and to the extent it calls for attorney-client privileged information, attorney
 13 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
 14 objects to this Request as premature, as RMG has only begun to conduct its investigation and
 15 discovery and thus, the information sought in this Request is not yet known or readily obtainable
 16 by RMG.

17 **REQUEST FOR PRODUCTION NO. 111:**

18 All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR
 19 Ninth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 111:**

21 RMG objects to this Request as compound, and as overly broad in its use of the terms
 22 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
 23 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
 24 RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession,
 25 custody or control, and to the extent it calls for attorney-client privileged information, attorney
 26 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
 27 objects to this Request as premature, as RMG has only begun to conduct its investigation and
 28 discovery and thus, the information sought in this Request is not yet known or readily obtainable

1 by RMG.

2 **REQUEST FOR PRODUCTION NO. 112:**

3 All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR
4 Ninth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 112:**

6 RMG objects to this Request as compound, and as overly broad in its use of the terms
7 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
8 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
9 RMG also objects to this Request to the extent it seeks information in Plaintiff's possession,
10 custody or control, and to the extent it calls for attorney-client privileged information, attorney
11 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
12 objects to this Request as premature, as RMG has only begun to conduct its investigation and
13 discovery and thus, the information sought in this Request is not yet known or readily obtainable
14 by RMG.

15 **REQUEST FOR PRODUCTION NO. 113:**

16 All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR
17 Tenth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 113:**

19 RMG objects to this Request as compound, and as overly broad in its use of the terms
20 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
21 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
22 RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession,
23 custody or control, and to the extent it calls for attorney-client privileged information, attorney
24 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
25 objects to this Request as premature, as RMG has only begun to conduct its investigation and
26 discovery and thus, the information sought in this Request is not yet known or readily obtainable
27 by RMG. Subject to and without waiving the foregoing objections or the Preliminary Statement
28 and the General Objections, which are incorporated herein by reference, RMG responds as

1 follows:

2 RMG informally produced relevant, non-privileged and non-protected documents in its
3 possession, custody and control responsive to this Request on February 4, 2013, when counsel for
4 RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party
5 Defendant Ryan Lenahan's Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through
6 S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents
7 responsive to this Request are contained within this compilation of exhibits. RMG will formally
8 produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff. RMG
9 will also produce to Plaintiff:

10 (1) A screenshot of EWA's account information as a former publisher of RMG; and

11 (2) The Insertion Orders into which EWA and RMG entered.

12 **REQUEST FOR PRODUCTION NO. 114:**

13 All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR
14 Tenth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 114:**

16 RMG objects to this Request as compound, and as overly broad in its use of the terms
17 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
18 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
19 RMG also objects to this Request to the extent it seeks information in Plaintiff's possession,
20 custody or control, and to the extent it calls for attorney-client privileged information, attorney
21 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
22 objects to this Request as premature, as RMG has only begun to conduct its investigation and
23 discovery and thus, the information sought in this Request is not yet known or readily obtainable
24 by RMG. Subject to and without waiving the foregoing objections or the Preliminary Statement
25 and the General Objections, which are incorporated herein by reference, RMG responds as
26 follows:

27 RMG informally produced relevant, non-privileged and non-protected documents in its
28 possession, custody and control responsive to this Request on February 4, 2013, when counsel for

1 RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party
 2 Defendant Ryan Lenahan's Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through
 3 S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents
 4 responsive to this Request are contained within this compilation of exhibits. RMG will formally
 5 produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff. RMG
 6 will also produce to Plaintiff:

7 (1) A screenshot of EWA's account information as a former publisher of RMG; and

8 (2) The Insertion Orders into which EWA and RMG entered.

9 **REQUEST FOR PRODUCTION NO. 115:**

10 All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR
 11 Eleventh Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 115:**

13 RMG objects to this Request as compound, and as overly broad in its use of the terms
 14 "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as
 15 duplicative and harassing to the extent it seeks the same information sought in Request No. 1.
 16 RMG also objects to this Request to the extent it seeks documents in Plaintiff's possession,
 17 custody or control, and to the extent it calls for attorney-client privileged information, attorney
 18 work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG
 19 objects to this Request as premature, as RMG has only begun to conduct its investigation and
 20 discovery and thus, the information sought in this Request is not yet known or readily obtainable
 21 by RMG. Subject to and without waiving the foregoing objections or the Preliminary Statement
 22 and the General Objections, which are incorporated herein by reference, RMG responds as
 23 follows:

24 RMG informally produced relevant, non-privileged and non-protected documents in its
 25 possession, custody and control responsive to this Request on February 4, 2013, when counsel for
 26 RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party
 27 Defendant Ryan Lenahan's Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through
 28 S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents

responsive to this Request are contained within this compilation of exhibits. RMG will formally produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff. RMG will also produce to Plaintiff:

(1) A screenshot of EWA's account information as a former publisher of RMG; and

(2) The Insertion Orders into which EWA and RMG entered.

REQUEST FOR PRODUCTION NO. 116:

All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR Eleventh Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 116:

RMG objects to this Request as compound, and as overly broad in its use of the terms "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks information in Plaintiff's possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG informally produced relevant, non-privileged and non-protected documents in its possession, custody and control responsive to this Request on February 4, 2013, when counsel for RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party Defendant Ryan Lenahan's Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents responsive to this Request are contained within this compilation of exhibits. RMG will formally produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff. RMG will also produce to Plaintiff:

- (1) A screenshot of EWA's account information as a former publisher of RMG; and
- (2) The Insertion Orders into which EWA and RMG entered.

REQUEST FOR PRODUCTION NO. 117:

All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR Twelfth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 117:

RMG objects to this Request as compound, and as overly broad in its use of the terms "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same documents sought in Request No. 1. RMG also objects to this Request to the extent it seeks information in Plaintiff's possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG informally produced relevant, non-privileged and non-protected documents in its possession, custody and control responsive to this Request on February 4, 2013, when counsel for RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party Defendant Ryan Lenahan's Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents responsive to this Request are contained within this compilation of exhibits. RMG will formally produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff. RMG will also produce to Plaintiff:

- (1) A screenshot of EWA's account information as a former publisher of RMG; and
- (2) The Insertion Orders into which EWA and RMG entered.

REQUEST FOR PRODUCTION NO. 118:

All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR Twelfth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 118:

RMG objects to this Request as compound, and as overly broad in its use of the terms "YOU" and "YOUR" as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks information in Plaintiff's possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG informally produced relevant, non-privileged and non-protected documents in its possession, custody and control responsive to this Request on February 4, 2013, when counsel for RMG emailed Plaintiff's counsel a zip drive containing RMG's Opposition to Third-Party Defendant Ryan Lenahan's Anti-SLAPP Motion, the Dowd Declaration, and Exhibits A through S, in support of the Dowd Declaration. Relevant, non-privileged and non-protected documents responsive to this Request are contained within this compilation of exhibits. RMG will formally produce these relevant, non-privileged, non-protected and responsive exhibits to Plaintiff. RMG will also produce to Plaintiff:

- (1) A screenshot of EWA's account information as a former publisher of RMG; and
- (2) The Insertion Orders into which EWA and RMG entered.

REQUEST FOR PRODUCTION NO. 119:

All DOCUMENTS and ESI that support and/or that YOU relied on in asserting YOUR Thirteenth Affirmative Defense stated in YOUR Answer to PLAINTIFF'S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 119:

RMG objects to this Request as compound, and as overly broad in its use of the terms “YOU” and “YOUR” as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks documents in Plaintiff’s possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG.

REQUEST FOR PRODUCTION NO. 120:

All COMMUNICATIONS that support and/or that YOU relied on in asserting YOUR Thirteenth Affirmative Defense stated in YOUR Answer to PLAINTIFF’S COMPLAINT.

RESPONSE TO REQUEST FOR PRODUCTION NO. 120:

RMG objects to this Request as compound, and as overly broad in its use of the terms “YOU” and “YOUR” as defined in these Requests. RMG further objects to this Request as duplicative and harassing to the extent it seeks the same information sought in Request No. 1. RMG also objects to this Request to the extent it seeks information in Plaintiff’s possession, custody or control, and to the extent it calls for attorney-client privileged information, attorney work product, or confidential, proprietary, and/or trade secret information. Additionally, RMG objects to this Request as premature, as RMG has only begun to conduct its investigation and discovery and thus, the information sought in this Request is not yet known or readily obtainable by RMG.

1 Dated: March 11, 2013

2 DLA PIPER LLP (US)

3
4 By: 

5 ERIN JANE ILLMAN
6 VISHALI SINGAL
7 Attorneys for Defendant
8 REACH MEDIA GROUP, LLC
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17
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20
21
22
23
24
25
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27
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VERIFICATION

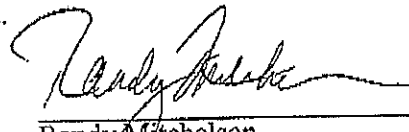
I, Randy Mitchelson, declare as follows:

I am the Chief Marketing Officer of Reach Media Group, LLC and I am authorized to make this verification on behalf of Reach Media Group, LLC.

I have read the foregoing document, Defendant Reach Media Group, LLC's Objections and Responses to Plaintiff David Trindade's First Set of Requests for Production of Documents, and know the contents thereof. I either have personal knowledge that the matters stated therein are true, or I am informed and believe that such matters are true, and on those grounds certify that the same are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 11, 2012, in Atlanta, Georgia.



Randy Mitchelson

PROOF OF SERVICE

I, Keith R. Nesbit, declare:

I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is DLA Piper LLP (US), 555 Mission Street, Suite 2400, San Francisco, California 94105-2933. On March 11, 2013, I served a copy of the within document(s):

**DEFENDANT REACH MEDIA GROUP, LLC'S
OBJECTIONS AND RESPONSES TO PLAINTIFF DAVID
TRINDADE'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**



by placing the document(s) listed above in a sealed Delivery Service envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Delivery Service agent for delivery.

Benjamin H. Richman Rafey S. Balabanian Christopher L. Dore Edelson McGuire LLC 350 North LaSalle Street, Suite 1300 Chicago, IL 60654 312 589-6370 Fax: 312 589-6378 brichman@edelson.com rbalabanian@edelson.com cdore@edelson.com	Sean Patrick Reis Edelson McGuire, LLP 30021 Tomas Street, Suite 300 Rancho Santa Margarita, CA 92688 949-459-2124 Fax: 949-459-2123 sreis@edelson.com	Karl S. Kronenberger Jeffrey M. Rosenfeld Virginia A. Sanderson 150 Post Street Suite 520 San Francisco, CA 94108 karl@krinternetlaw.com jeff@krinternetlaw.com ginny@krinternetlaw.com
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I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 11, 2013, at San Francisco, California.



Keith R. Nesbit

Exhibit 1-C

JOSHUA M. BRIONES (Bar No. 205293)
joshua.briones@dlapiper.com
DLA PIPER LLP (US)
2000 Avenue of the Stars, Suite 400 North Tower
Los Angeles, California 90067-4704
Tel: 310-595-3000
Fax: 310-595-3300

ALBERT E. HARTMANN (*pro hac vice* pending)
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203 North LaSalle Street, Ste 1900
Chicago, IL 60601-1293
Tel: 312-368-4000
Fax: 312-236-7516

Attorneys for Defendant and Third-Party Plaintiff
REACH MEDIA GROUP, LLC

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San Francisco, CA 94105-2933
Tel: 415.836.2500
Fax: 415.836.2501

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

DAVID TRINDADE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

REACH MEDIA GROUP, LLC, a
Delaware limited liability company,

Defendant.

REACH MEDIA GROUP, LLC, a
Delaware limited liability company,

Third-Party Plaintiff,

v.

RYAN LENAHAAN, individually, KYLE
DANNA, individually, and EAGLE WEB
ASSETS INC., a corporation,

Third-Party Defendants.

CASE NO 5:12-CV-04759 (PSG)

(Complaint Filed: September 12, 2012)

**DEFENDANT REACH MEDIA GROUP,
LLC'S OBJECTIONS AND RESPONSES
TO PLAINTIFF DAVID TRINDADE'S
FIRST SET OF REQUESTS TO ADMIT
FACTS**

1 PROPOUNDING PARTY: PLAINTIFF DAVID TRINDADE
 2 RESPONDING PARTY: DEFENDANT REACH MEDIA GROUP, LLC
 3 SET NO.: ONE

4 Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Defendant Reach
 5 Media Group, LLC ("RMG") hereby provides the following objections and responses to the First
 6 Set of Requests to Admit Facts ("Requests") propounded by Plaintiff David Trindade
 7 ("Plaintiff").

8 PRELIMINARY STATEMENT

9 RMG has not yet completed its discovery or investigation in this case nor has RMG
 10 completed preparation for trial. The objections and responses of RMG herein are based on the
 11 information available as of the date of these objections and responses. Further discovery,
 12 investigation, and analysis may supply additional facts and add meaning to known facts, as well
 13 as establish entirely new factual conclusions and legal contentions, all of which may lead to
 14 changes to, additions to, or variations from the information set forth herein. RMG reserves the
 15 right to amend or supplement, correct, add to, or clarify any of these responses and objections
 16 accordingly, or in the case of inadvertent error or omission, at any time through trial.
 17 Notwithstanding the foregoing, RMG undertakes no obligation to amend its responses beyond the
 18 requirements of the Federal Rules of Civil Procedure.

19 GENERAL OBJECTIONS

20 A. RMG objects to the Requests to the extent that they seek to elicit confidential,
 21 proprietary, and/or trade secret information. RMG will not provide confidential information
 22 except pursuant to a protective order entered in this case, and it will not provide trade secret
 23 information unless ordered to do so by a court.

24 B. RMG objects to the Requests to the extent that they seek disclosure of the content
 25 of communications between RMG and its legal counsel, on the ground that such information is
 26 protected by the attorney-client privilege.

27 C. RMG objects to the Requests to the extent that they seek information prepared in
 28 anticipation of litigation in this case, or information prepared by RMG's legal counsel and/or

1 legal consultants, on the ground that such information is protected under the work-product
2 doctrine.

3 D. RMG objects to the Requests to the extent that they seek information that is
4 subject to any legally recognized privilege or exemption from disclosure or discovery.

5 E. RMG objects to the Requests to the extent that they seek to elicit information
6 relating to documents or information created, gathered, or assembled by RMG or its attorneys
7 after the filing of this lawsuit.

8 F. RMG objects to the Requests to the extent that they purport to impose obligations
9 beyond those provided for by the Federal Rules of Civil Procedure.

10 G. RMG objects to the Requests to the extent that they seek to elicit information that
11 is not relevant to the subject matter of this action and not reasonably calculated to lead to the
12 discovery of admissible evidence.

13 H. RMG objects to the Requests to the extent that they seek to elicit information that
14 is not in RMG's possession, custody or control, and/or purport to require RMG to conduct an
15 investigation that Plaintiff is equally capable of conducting without imposing the burden or
16 expense of such discovery on RMG.

17 I. RMG objects to the use of the terms "COMPUTERS" and "COMPUTER
18 SYSTEMS" in the definition of "TELEPHONE" and "TELEPHONE DIALING EQUIPMENT"
19 as undefined, vague and ambiguous because the Requests do not define "COMPUTERS" and
20 "COMPUTER SYSTEMS" and are overly broad and unduly burdensome as it seeks to include all
21 data processing equipment without regard to whether the storage device, computing platform,
22 server or other equipment bears any relationship to the storage of responsive information in this
23 matter.

24 J. RMG objects to Plaintiff's definitions of "PROPOSED CLASS" and
25 "PROPOSED CLASS MEMBERS" as vague, ambiguous and unascertainable. Accordingly,
26 RMG is unable to respond to these Requests to the extent they seek information about the
27 "PROPOSED CLASS" or "PROPOSED CLASS MEMBERS", as defined by these Requests.

28 K. RMG objects to Plaintiff's definition of "RELEVANT TIME PERIOD",

specifically “the time period between September 12, 2008 and the present” as overly broad and unduly burdensome, and not limited in time or scope to reasonably relate to the material allegations in this lawsuit or reasonably calculated to lead to the discovery of admissible evidence. Accordingly, RMG will respond to these Requests only to the extent that they include the four years preceding the filing of this lawsuit, specifically from September 12, 2008 to September 12, 2012.

L. RMG objects to Plaintiff’s definition of “TCPA” as overly broad and vague. RMG further objects to Plaintiff’s definition of “TCPA” to the extent it improperly seeks a legal conclusion. Accordingly, RMG will respond to these Interrogatories only to the extent that the term “TCPA” (Telephone Consumer Protection Act) refers to 47 U.S.C. § 227 and does not call for a legal conclusion.

M. RMG objects to Plaintiff’s definitions of “TEXT MESSAGE” and “TEXT MESSAGES” as overly broad and unduly burdensome, and not limited in time or scope to reasonably relate to the material allegations in this lawsuit or reasonably calculated to lead to the discovery of admissible evidence. Accordingly, RMG will respond to these Requests only to the extent that the terms “TEXT MESSAGE” and “TEXT MESSAGES” are interpreted to mean the SMS text message identified in Paragraph 17 and the SMS text message content identified in Paragraph 20 of the Class Action Complaint.

N. RMG objects to Plaintiff’s definitions of “TRANSMIT”, “TRANSMITTED,” and “TRANSMISSION” as overly broad and unduly burdensome, and not limited in time or scope to reasonably relate to the material allegations in this lawsuit or reasonably calculated to lead to the discovery of admissible evidence. Accordingly, RMG will respond to these Requests only to the extent that the terms “TRANSMIT,” “TRANSMITTED,” and “TRANSMISSION” are interpreted to mean “mak[ing] any call” “using any automatic telephone dialing system or an artificial or prerecorded voice” as used in 47 U.S.C. § 227(b)(1)(A).

O. RMG objects to Plaintiff’s definitions of “YOU”, “YOUR”, “DEFENDANT” and “REACH MEDIA” as overly broad and unduly burdensome, and not limited in time or scope to reasonably relate to the material allegations in this lawsuit or reasonably calculated to lead to the

1 discovery of admissible evidence. Accordingly, RMG will respond to these Requests only to the
 2 extent that the terms "YOU", "YOUR", "DEFENDANT" and "REACH MEDIA" are interpreted
 3 to mean Reach Media Group, LLC, and all its present and former officers, directors, and
 4 employees.

5 P. RMG objects to these Requests as unduly burdensome to the extent they require
 6 RMG to prepare a compilation, abstract, audit or summary from documents already in Plaintiff's
 7 possession or documents produced to Plaintiff.

8 Q. RMG responds to these Requests without waiving any objections to relevance,
 9 privilege, or admissibility of any information provided by RMG in any subsequent proceeding, or
 10 at the trial of this or any other action.

11 R. By its responses, RMG does not indicate its agreement with Plaintiff's
 12 characterizations or express or implied assumptions, and does not make any admission that it
 13 participated in any conduct alleged by Plaintiffs or otherwise violated the TCPA, or that
 14 Plaintiff's interpretations of the TCPA are true and complete.

15 S. In responding to a Request by referring to documents from which information
 16 responsive to the Request may be derived, RMG is not stating or implying that only those
 17 documents identified contain such information, but only that a full and complete answer to the
 18 Request can be derived, at least in part, from the referenced documents. Further, documents
 19 identified in response to one Request may also have information responsive to another Request
 20 whether or not identified in response to that other Request.

21 T. Each of the General Objections asserted herein applies to each Request to the
 22 extent such Request purports to seek information in a manner that is the subject of such
 23 objections. The assertion of the same, similar or additional objections in RMG's responses to
 24 individual Requests, or the failure to assert any additional objection to a Request, does not waive
 25 any of RMG's objections set forth in this section or the following sections.

26 REQUESTS TO ADMIT AND RESPONSES

27 REQUEST FOR ADMISSION NO. 1:

28 Admit that third-party PERSONS TRANSMITTED TEXT MESSAGES to PLAINTIFF.

DEFENDANT REACH MEDIA GROUP, LLC'S OBJECTIONS AND RESPONSES TO
 PLAINTIFF DAVID TRINDADE'S FIRST SET OF REQUESTS TO ADMIT FACTS
 CASE NO. 5:12-CV-04759 (PSG)

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

RMG objects to this Request as overly broad in its use of the term “TEXT MESSAGES” as defined in these Requests. RMG further objects to this Request as vague and ambiguous. RMG also objects to this Request as premised on a factual circumstance without any foundation. Additionally, RMG objects to this Request as not limited as to time period. RMG further objects to this Request to the extent it seeks information that is not in the possession, custody or control of this responding party. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

After reasonable inquiry, the information known by or readily available to RMG is insufficient to enable it to admit or deny this Request.

REQUEST FOR ADMISSION NO. 2:

Admit that PLAINTIFF did not provide YOU with prior express consent to TRANSMIT the TEXT MESSAGES to his cellular telephone.

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

RMG objects to this Request as overly broad in its use of the terms “YOU”, “TRANSMIT”, and “TEXT MESSAGES” as defined in these Requests. RMG further objects to this Request as vague and ambiguous. RMG also objects to this Request as premised on a factual circumstance without any foundation. Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Reach Media Group, LLC did not receive prior express consent from Plaintiff to “make any call” to Plaintiff pursuant to 47 U.S.C. § 227(b)(1)(A)(iii). Nor did Reach Media Group, LLC “make any call” or attempt to “make any call” to Plaintiff pursuant to 47 U.S.C. § 227(b)(1)(A)(iii). Reach Media Group, LLC denies the remainder of the request.

REQUEST FOR ADMISSION NO. 3:

Admit that PLAINTIFF did not provide any third-party PERSON with prior express

1 consent to TRANSMIT the TEXT MESSAGE to his cellular telephone.

2 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

3 RMG objects to this Request as overly broad in its use of the terms “TRANSMIT” and
 4 “TEXT MESSAGE” as defined in these Requests. RMG further objects to this Request as
 5 seeking information that is neither relevant to the parties’ claims or defenses nor reasonably
 6 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 7 information regarding SMS text message or text message content not identified in the Class
 8 Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous.
 9 RMG further objects to this Request to the extent it seeks information that is not in the
 10 possession, custody or control of this responding party. Additionally, RMG objects to this
 11 Request as not limited as to time period. Subject to and without waiving the foregoing objections
 12 or the Preliminary Statement and the General Objections, which are incorporated herein by
 13 reference, RMG responds as follows:

14 After reasonable inquiry, the information known by or readily available to RMG is
 15 insufficient to enable it to admit or deny this Request.

16 **REQUEST FOR ADMISSION NO. 4:**

17 Admit that PLAINTIFF did not provide EWA with prior express consent to TRANSMIT
 18 the TEXT MESSAGE to his cellular telephone.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

20 RMG objects to this Request as overly broad in its use of the terms “TRANSMIT” and
 21 “TEXT MESSAGE” as defined in these Requests. RMG further objects to this Request as
 22 seeking information that is neither relevant to the parties’ claims or defenses nor reasonably
 23 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 24 information regarding SMS text message or text message content not identified in the Class
 25 Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous.
 26 RMG further objects to this Request to the extent it seeks information that is not in the
 27 possession, custody or control of this responding party. Subject to and without waiving the
 28 foregoing objections or the Preliminary Statement and the General Objections, which are

1 incorporated herein by reference, RMG responds as follows:

2 After reasonable inquiry, the information known by or readily available to RMG is
3 insufficient to enable it to admit or deny this Request.

4 **REQUEST FOR ADMISSION NO. 5:**

5 Admit that PLAINTIFF did not provide Ryan Lenahan with prior express consent to
6 TRANSMIT the TEXT MESSAGE to his cellular telephone.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

8 RMG objects to this Request as overly broad in its use of the terms “TRANSMIT” and
9 “TEXT MESSAGE” as defined in these Requests. RMG further objects to this Request as
10 seeking information that is neither relevant to the parties’ claims or defenses nor reasonably
11 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
12 information regarding SMS text message or text message content not identified in the Class
13 Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous.
14 RMG further objects to this Request to the extent it seeks information that is not in the
15 possession, custody or control of this responding party. Subject to and without waiving the
16 foregoing objections or the Preliminary Statement and the General Objections, which are
17 incorporated herein by reference, RMG responds as follows:

18 After reasonable inquiry, the information known by or readily available to RMG is
19 insufficient to enable it to admit or deny this Request.

20 **REQUEST FOR ADMISSION NO. 6:**

21 Admit that PLAINTIFF did not provide Kyle Danna with prior express consent to
22 TRANSMIT the TEXT MESSAGE to his cellular telephone.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

24 RMG objects to this Request as overly broad in its use of the terms “TRANSMIT” and
25 “TEXT MESSAGE” as defined in these Requests. RMG further objects to this Request as
26 seeking information that is neither relevant to the parties’ claims or defenses nor reasonably
27 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
28 information regarding SMS text message or text message content not identified in the Class

1 Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous.
 2 RMG further objects to this Request to the extent it seeks information that is not in the
 3 possession, custody or control of this responding party. Subject to and without waiving the
 4 foregoing objections or the Preliminary Statement and the General Objections, which are
 5 incorporated herein by reference, RMG responds as follows:

6 After reasonable inquiry, the information known by or readily available to RMG is
 7 insufficient to enable it to admit or deny this Request.

8 **REQUEST FOR ADMISSION NO. 7:**

9 Admit that third-party PERSONS TRANSMITTED TEXT MESSAGES to the
 10 PROPOSED CLASS MEMBERS.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

12 RMG objects to this Request as overly broad in its use of the terms "TRANSMITTED"
 13 and "TEXT MESSAGE" as defined in these Requests, and as not readily susceptible to response
 14 as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as defined in these
 15 Requests. RMG further objects to this Request as seeking information that is neither relevant to
 16 the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible
 17 evidence, to the extent that it calls for information regarding SMS text message or text message
 18 content not identified in the Class Action Complaint in this matter. RMG also objects to this
 19 Request as vague and ambiguous. RMG further objects to this Request to the extent it seeks
 20 information that is not in the possession, custody or control of this responding party.

21 Additionally, RMG objects to this Request as not limited as to time period. Subject to and
 22 without waiving the foregoing objections or the Preliminary Statement and the General
 23 Objections, which are incorporated herein by reference, RMG responds as follows:

24 After reasonable inquiry, the information known by or readily available to RMG is
 25 insufficient to enable it to admit or deny this Request.

26 **REQUEST FOR ADMISSION NO. 8:**

27 Admit that PROPOSED CLASS MEMBERS did not provide YOU with prior express
 28 consent to TRANSMIT the TEXT MESSAGES to their cellular telephones.

RESPONSE TO REQUEST FOR ADMISSION NO. 8:

RMG objects to this Request as overly broad in its use of the terms “YOU”, “TRANSMIT”, and “TEXT MESSAGES” as defined in these Requests, and as not readily susceptible to response as RMG is unable to identify the “PROPOSED CLASS MEMBERS” as defined in these Requests. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text message or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous. Additionally, RMG objects to this Request as not limited as to time period, and as premised on a factual circumstance without any foundation. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

After reasonable inquiry, the information known by or readily available to RMG is insufficient to enable it to admit or deny this Request.

REQUEST FOR ADMISSION NO. 9:

Admit that PROPOSED CLASS MEMBERS did not provide any third-party PERSON with prior express consent to TRANSMIT the TEXT MESSAGES to their cellular telephones.

RESPONSE TO REQUEST FOR ADMISSION NO. 9:

RMG objects to this Request as overly broad in its use of the terms “TRANSMIT” and “TEXT MESSAGES” as defined in these Requests, and as not readily susceptible to response as RMG is unable to identify the “PROPOSED CLASS MEMBERS” as defined in these Requests. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text message or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous. RMG further objects to this Request to the extent it seeks information that is not in the possession, custody or control of this responding party. Additionally, RMG objects

1 to this Request as not limited as to time period, and as premised on a factual circumstance without
 2 any foundation. Subject to and without waiving the foregoing objections or the Preliminary
 3 Statement and the General Objections, which are incorporated herein by reference, RMG
 4 responds as follows:

5 After reasonable inquiry, the information known by or readily available to RMG is
 6 insufficient to enable it to admit or deny this Request.

7 **REQUEST FOR ADMISSION NO. 10:**

8 Admit that YOU have no documentation demonstrating that PLAINTIFF provided his
 9 prior express consent to receive the TEXT MESSAGES.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

11 RMG objects to this Request as overly broad in its use of the terms "YOU" and "TEXT
 12 MESSAGES" as defined in these Requests. RMG further objects to this Request seeking
 13 information that is neither relevant to the parties' claims or defenses nor reasonably calculated to
 14 lead to the discovery of admissible evidence, to the extent that it calls for information regarding
 15 SMS text message or text message content not identified in the Class Action Complaint in this
 16 matter. RMG also objects to this Request as vague and ambiguous. RMG further objects to this
 17 Request to the extent it seeks information that is not in the possession, custody or control of this
 18 responding party. Additionally, RMG objects to this Request as not limited as to time period.
 19 Subject to and without waiving the foregoing objections or the Preliminary Statement and the
 20 General Objections, which are incorporated herein by reference, RMG responds as follows:

21 Reach Media Group, LLC does not have possession, custody or control of documentation
 22 at this time demonstrating that Plaintiff provided his prior express consent to receive the text
 23 message identified in paragraph 17 of the Class Action Complaint in this matter. RMG denies the
 24 remainder of this Request.

25 **REQUEST FOR ADMISSION NO. 11:**

26 Admit that YOU have no documentation demonstrating that PROPOSED CLASS
 27 MEMBERS provided their prior express consent to receive the TEXT MESSAGES.

RESPONSE TO REQUEST FOR ADMISSION NO. 11:

RMG objects to this Request as overly broad in its use of the terms “YOU” and “TEXT MESSAGES” as defined in these Requests, and as not readily susceptible to response as RMG is unable to identify the “PROPOSED CLASS MEMBERS” as defined in these Requests. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text message or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous. RMG further objects to this Request to the extent it seeks information that is not in the possession, custody or control of this responding party. Additionally, RMG objects to this Request as not limited as to time period and as premised on a factual circumstance without any foundation. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

After reasonable inquiry, the information known by or readily available to RMG is insufficient to enable it to admit or deny this Request.

REQUEST FOR ADMISSION NO. 12:

Admit that a third-party PERSON TRANSMITTED the TEXT MESSAGE to PLAINTIFF in order to PROMOTE the website CashAdvanceDiamond.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 12:

RMG objects to this Request as overly broad in its use of the terms “TRANSMITTED” and “TEXT MESSAGE” as defined in these Requests. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text message or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous. RMG further objects to this Request to the extent it seeks information that is not in the possession, custody or control of this responding party. Additionally, RMG objects to this

1 Request as premised on a factual circumstance without any foundation. Subject to and without
 2 waiving the foregoing objections or the Preliminary Statement and the General Objections, which
 3 are incorporated herein by reference, RMG responds as follows:

4 After reasonable inquiry, the information known by or readily available to RMG is
 5 insufficient to enable it to admit or deny this Request.

6 **REQUEST FOR ADMISSION NO. 13:**

7 Admit that a third-party PERSON TRANSMITTED the TEXT MESSAGE to
 8 PLAINTIFF in order to PROMOTE the website MobileCashSource.com.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

10 RMG objects to this Request as overly broad in its use of the terms "TRANSMITTED"
 11 and "TEXT MESSAGE" as defined in these Requests. RMG further objects to this Request as
 12 seeking information that is neither relevant to the parties' claims or defenses nor reasonably
 13 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 14 information regarding SMS text message or text message content not identified in the Class
 15 Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous.
 16 RMG further objects to this Request to the extent it seeks information that is not in the
 17 possession, custody or control of this responding party. Additionally, RMG objects to this
 18 Request as premised on a factual circumstance without any foundation. Subject to and without
 19 waiving the foregoing objections or the Preliminary Statement and the General Objections, which
 20 are incorporated herein by reference, RMG responds as follows:

21 After reasonable inquiry, the information known by or readily available to RMG is
 22 insufficient to enable it to admit or deny this Request.

23 **REQUEST FOR ADMISSION NO. 14:**

24 Admit that there are more than 10,000 PROPOSED CLASS MEMBERS.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

26 RMG objects to this Request as not readily susceptible to response as RMG is unable to
 27 identify the "PROPOSED CLASS MEMBERS" as defined in these Requests. RMG further
 28 objects to this Request as seeking information that is neither relevant to the parties' claims or

1 defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent
 2 that it calls for information regarding SMS text message or text message content not identified in
 3 the Class Action Complaint in this matter. RMG also objects to this Request as vague and
 4 ambiguous. RMG further objects to this Request to the extent it seeks information that is not in
 5 the possession, custody or control of this responding party. Additionally, RMG objects to this
 6 Request as not limited as to time period. Subject to and without waiving the foregoing objections
 7 or the Preliminary Statement and the General Objections, which are incorporated herein by
 8 reference, RMG responds as follows:

9 After reasonable inquiry, the information known by or readily available to RMG is
 10 insufficient to enable it to admit or deny this Request.

11 **REQUEST FOR ADMISSION NO. 15:**

12 Admit that there are more than 50,000 PROPOSED CLASS MEMBERS.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

14 RMG objects to this Request as not readily susceptible to response as RMG is unable to
 15 identify the "PROPOSED CLASS MEMBERS" as defined in these Requests. RMG further
 16 objects to this Request as seeking information that is neither relevant to the parties' claims or
 17 defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent
 18 that it calls for information regarding SMS text message or text message content not identified in
 19 the Class Action Complaint in this matter. RMG also objects to this Request as vague and
 20 ambiguous. RMG further objects to this Request to the extent it seeks information that is not in
 21 the possession, custody or control of this responding party. Additionally, RMG objects to this
 22 Request as not limited as to time period. Subject to and without waiving the foregoing objections
 23 or the Preliminary Statement and the General Objections, which are incorporated herein by
 24 reference, RMG responds as follows:

25 After reasonable inquiry, the information known by or readily available to RMG is
 26 insufficient to enable it to admit or deny this Request.

27 **REQUEST FOR ADMISSION NO. 16:**

28 Admit that there are more than 100,000 PROPOSED CLASS MEMBERS.

RESPONSE TO REQUEST FOR ADMISSION NO. 16:

RMG objects to this Request as not readily susceptible to response as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as defined in these Requests. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information regarding SMS text message or text message content not identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous. RMG further objects to this Request to the extent it seeks information that is not in the possession, custody or control of this responding party. Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

After reasonable inquiry, the information known by or readily available to RMG is insufficient to enable it to admit or deny this Request.

REQUEST FOR ADMISSION NO. 17:

Admit that prior to PLAINTIFF filing the COMPLAINT in this case, YOU knew that sending SMS MESSAGES without the prior express consent of the recipient violated the TCPA.

RESPONSE TO REQUEST FOR ADMISSION NO. 17:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG admits that prior to September 12, 2012, the date the Class Action Complaint in this matter was filed, Reach Media Group, LLC knew that under 47 U.S.C. § 227(b)(1)(A)(iii), it is unlawful for any person within the United States "to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice . . . to any telephone number assigned to a . . . cellular telephone service"

REQUEST FOR ADMISSION NO. 18:

Admit that YOU paid EWA to direct PERSONS to CashAdvanceDiamond.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 18:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous, including with regard to its use of the undefined phrase "direct PERSONS". Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 19:

Admit that YOU paid EWA to direct PERSONS to MobileCashSource.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 19:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous, including with regard to its use of the undefined phrase "direct PERSONS". Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 20:

Admit that YOU paid Ryan Lenahan to direct PERSONS to CashAdvanceDiamond.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 20:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous, including with regard to its use of the undefined phrase "direct PERSONS". Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 21:

Admit that YOU paid Ryan Lenahan to direct PERSONS to MobileCashSource.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 21:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous, including with regard to its use of the undefined phrase "direct PERSONS". Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 22:

Admit that YOU paid Kyle Danna to direct PERSONS to CashAdvanceDiamond.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 22:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further

objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous, including with regard to its use of the undefined phrase "direct PERSONS". Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 23:

Admit that YOU paid Kyle Danna to direct PERSONS to MobileCashSource.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 23:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous, including with regard to its use of the undefined phrase "direct PERSONS". Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 24:

Admit that EWA TRANSMITTED the TEXT MESSAGES to PLAINTIFF.

RESPONSE TO REQUEST FOR ADMISSION NO. 24:

RMG objects to this Request as overly broad in its use of the terms "TRANSMITTED" and "TEXT MESSAGES." RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the

discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous. RMG further objects to this Request to the extent it seeks information that is not in the possession, custody or control of this responding party. Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

After reasonable inquiry, the information known by or readily available to RMG is insufficient to enable it to admit or deny this Request.

REQUEST FOR ADMISSION NO. 25:

Admit that EWA TRANSMITTED the TEXT MESSAGES to PROPOSED CLASS MEMBERS.

RESPONSE TO REQUEST FOR ADMISSION NO. 25:

RMG objects to this Request as overly broad in its use of the terms “TRANSMITTED” and “TEXT MESSAGES”, and as not readily susceptible to response as RMG is unable to identify the “PROPOSED CLASS MEMBERS” as defined in these Requests. RMG further objects to this Request as seeking information that is neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous. RMG further objects to this Request to the extent it seeks information that is not in the possession, custody or control of this responding party. Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

After reasonable inquiry, the information known by or readily available to RMG is insufficient to enable it to admit or deny this Request.

REQUEST FOR ADMISSION NO. 26:

Admit that Ryan Lenahan TRANSMITTED the TEXT MESSAGES to PLAINTIFF.

RESPONSE TO REQUEST FOR ADMISSION NO. 26:

RMG objects to this Request as overly broad in its use of the terms "TRANSMITTED" and "TEXT MESSAGES." RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous and as premised on a factual circumstance without any foundation. RMG further objects to this Request to the extent it seeks information that is not in the possession, custody or control of this responding party.

Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

After reasonable inquiry, the information known by or readily available to RMG is insufficient to enable it to admit or deny this Request.

REQUEST FOR ADMISSION NO. 27:

Admit that Ryan Lenahan TRANSMITTED the TEXT MESSAGES to PROPOSED CLASS MEMBERS.

RESPONSE TO REQUEST FOR ADMISSION NO. 27:

RMG objects to this Request as overly broad in its use of the terms "TRANSMITTED" and "TEXT MESSAGES", and as not readily susceptible to response as RMG is unable to identify the "PROPOSED CLASS MEMBERS" as defined in these Requests. RMG further objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG also objects to this Request as vague and ambiguous. RMG further objects to this Request to the extent it seeks information

1 that is not in the possession, custody or control of this responding party. Additionally, RMG
 2 objects to this Request as not limited as to time period. Subject to and without waiving the
 3 foregoing objections or the Preliminary Statement and the General Objections, which are
 4 incorporated herein by reference, RMG responds as follows:

5 After reasonable inquiry, the information known by or readily available to RMG is
 6 insufficient to enable it to admit or deny this Request.

7 **REQUEST FOR ADMISSION NO. 28:**

8 Admit that Kyle Danna TRANSMITTED the TEXT MESSAGES to PLAINTIFF.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 28:**

10 RMG objects to this Request as overly broad in its use of the terms "TRANSMITTED"
 11 and "TEXT MESSAGES." RMG further objects to this Request as seeking information that is
 12 neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the
 13 discovery of admissible evidence, to the extent that it calls for information not reasonably related
 14 to the SMS text message or text message content identified in the Class Action Complaint in this
 15 matter. RMG also objects to this Request as vague and ambiguous and as premised on a factual
 16 circumstance without any foundation. RMG further objects to this Request to the extent it seeks
 17 information that is not in the possession, custody or control of this responding party.
 18 Additionally, RMG objects to this Request as not limited as to time period. Subject to and
 19 without waiving the foregoing objections or the Preliminary Statement and the General
 20 Objections, which are incorporated herein by reference, RMG responds as follows:

21 After reasonable inquiry, the information known by or readily available to RMG is
 22 insufficient to enable it to admit or deny this Request.

23 **REQUEST FOR ADMISSION NO. 29:**

24 Admit that Kyle Danna TRANSMITTED the TEXT MESSAGES to PROPOSED CLASS
 25 MEMBERS.

26 **RESPONSE TO REQUEST FOR ADMISSION NO. 29:**

27 RMG objects to this Request as overly broad in its use of the terms "TRANSMITTED"
 28 and "TEXT MESSAGES", and as not readily susceptible to response as RMG is unable to

1 identify the "PROPOSED CLASS MEMBERS" as defined in these Requests. RMG further
 2 objects to this Request as seeking information that is neither relevant to the parties' claims or
 3 defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent
 4 that it calls for information not reasonably related to the SMS text message or text message
 5 content identified in the Class Action Complaint in this matter. RMG also objects to this Request
 6 as vague and ambiguous. RMG further objects to this Request to the extent it seeks information
 7 that is not in the possession, custody or control of this responding party. Additionally, RMG
 8 objects to this Request as not limited as to time period. Subject to and without waiving the
 9 foregoing objections or the Preliminary Statement and the General Objections, which are
 10 incorporated herein by reference, RMG responds as follows:

11 After reasonable inquiry, the information known by or readily available to RMG is
 12 insufficient to enable it to admit or deny this Request.

13 **REQUEST FOR ADMISSION NO. 30:**

14 Admit that YOU entered into a contract, agreement or other understanding with EWA to
 15 PROMOTE CashAdvanceDiamond.com and/or MobileCashSource.com.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 30:**

17 RMG objects to this Request as compound and overly broad in its use of the term "YOU."
 18 RMG further objects to this Request as vague and ambiguous, including with regard to its use of
 19 the undefined terms "agreement" and "understanding". RMG also objects to this Request as
 20 seeking information that is neither relevant to the parties' claims or defenses nor reasonably
 21 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 22 information not reasonably related to the SMS text message or text message content identified in
 23 the Class Action Complaint in this matter. Subject to and without waiving the foregoing
 24 objections or the Preliminary Statement and the General Objections, which are incorporated
 25 herein by reference, RMG responds as follows:

26 Denied.

27 **REQUEST FOR ADMISSION NO. 31:**

28 Admit that YOU entered into a contract, agreement or other understanding with Ryan

1 Lenahan to PROMOTE CashAdvanceDiamond.com and/or MobileCashSource.com.

2 **RESPONSE TO REQUEST FOR ADMISSION NO. 31:**

3 RMG objects to this Request as compound and overly broad in its use of the term "YOU."
 4 RMG further objects to this Request as vague and ambiguous, including with regard to its use of
 5 the undefined terms "agreement" and "understanding". RMG also objects to this Request as
 6 seeking information that is neither relevant to the parties' claims or defenses nor reasonably
 7 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 8 information not reasonably related to the SMS text message or text message content identified in
 9 the Class Action Complaint in this matter. Subject to and without waiving the foregoing
 10 objections or the Preliminary Statement and the General Objections, which are incorporated
 11 herein by reference, RMG responds as follows:

12 Denied.

13 **REQUEST FOR ADMISSION NO. 32:**

14 Admit that YOU entered into a contract, agreement or other understanding with Kyle
 15 Danna to PROMOTE CashAdvanceDiamond.com and/or MobileCashSource.com.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 32:**

17 RMG objects to this Request as compound and overly broad in its use of the term "YOU."
 18 RMG further objects to this Request as vague and ambiguous, including with regard to its use of
 19 the undefined terms "agreement" and "understanding". RMG also objects to this Request as
 20 seeking information that is neither relevant to the parties' claims or defenses nor reasonably
 21 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 22 information not reasonably related to the SMS text message or text message content identified in
 23 the Class Action Complaint in this matter. Subject to and without waiving the foregoing
 24 objections or the Preliminary Statement and the General Objections, which are incorporated
 25 herein by reference, RMG responds as follows:

26 Denied.

27 **REQUEST FOR ADMISSION NO. 33:**

28 Admit that YOU own www.TwoHourCash.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 33:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 34:

Admit that YOU own CashIn2Hrs.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 34:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 35:

Admit that YOU own www.TwoHourCash.org.

RESPONSE TO REQUEST FOR ADMISSION NO. 35:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 36:

Admit that YOU own TwoHourCash.net.

RESPONSE TO REQUEST FOR ADMISSION NO. 36:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated

herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 37:

Admit that YOU own CashAdvanceDiamond.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 37:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

As of June 1, 2012, the URL www.cashadvancediamond.com is in the name of Reach Media Group, LLC.

REQUEST FOR ADMISSION NO. 38:

Admit that YOU own MobileCashSource.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 38:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

As of June 1, 2012, the URL www.mobilecashsource.com is in the name of Reach Media Group, LLC.

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REQUEST FOR ADMISSION NO. 39:

Admit that YOU operate www.TwoHourCash.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 39:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 40:

Admit that YOU operate CashIn2Hrs.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 40:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 41:

Admit that YOU operate www.TwoHourCash.org.

RESPONSE TO REQUEST FOR ADMISSION NO. 41:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 42:

Admit that YOU operate TwoHourCash.net.

RESPONSE TO REQUEST FOR ADMISSION NO. 42:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further

objects to this Request as vague and ambiguous. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 43:

Admit that YOU operate CashAdvanceDiamond.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 43:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Reach Media Group, LLC has operated the URL www.cashadvancediamond.com since June 1, 2012.

REQUEST FOR ADMISSION NO. 44:

Admit that YOU operate MobileCashSource.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 44:

RMG objects to this Request as overly broad in its use of the term "YOU." RMG further objects to this Request as vague and ambiguous. RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

1 Reach Media Group, LLC has operated the URL www.mobilecashsource.com since June
2 1, 2012.

3 **REQUEST FOR ADMISSION NO. 45:**

4 Admit that EWA directed PERSONS to CashAdvanceDiamond.com and/or
5 MobileCashSource.com.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 45:**

7 RMG objects to this Request as compound. RMG further objects to this Request as vague
8 and ambiguous, including with regard to its use of the undefined phrase "directed PERSONS".
9 RMG also objects to this Request as seeking information that is neither relevant to the parties'
10 claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to
11 the extent that it calls for information not reasonably related to the SMS text message or text
12 message content identified in the Class Action Complaint in this matter. RMG further objects to
13 this Request to the extent it seeks information that is not in the possession, custody or control of
14 this responding party. Additionally, RMG objects to this Request as not limited as to time period.
15 Subject to and without waiving the foregoing objections or the Preliminary Statement and the
16 General Objections, which are incorporated herein by reference, RMG responds as follows:

17 After reasonable inquiry, the information known by or readily available to RMG is
18 insufficient to enable it to admit or deny this Request.

19 **REQUEST FOR ADMISSION NO. 46:**

20 Admit that Ryan Lenahan directed PERSONS to CashAdvanceDiamond.com and/or
21 MobileCashSource.com.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 46:**

23 RMG objects to this Request as compound. RMG further objects to this Request as vague
24 and ambiguous, including with regard to its use of the undefined phrase "directed PERSONS".
25 RMG also objects to this Request as seeking information that is neither relevant to the parties'
26 claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to
27 the extent that it calls for information not reasonably related to the SMS text message or text
28 message content identified in the Class Action Complaint in this matter. Additionally, RMG

objects to this Request as not limited as to time period. RMG further objects to this Request to the extent it seeks information that is not in the possession, custody or control of this responding party. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

After reasonable inquiry, the information known by or readily available to RMG is insufficient to enable it to admit or deny this Request.

REQUEST FOR ADMISSION NO. 47:

Admit that Kyle Danna directed PERSONS to CashAdvanceDiamond.com and/or MobileCashSource.com.

RESPONSE TO REQUEST FOR ADMISSION NO. 47:

RMG objects to this Request as compound. RMG further objects to this Request as vague and ambiguous, including with regard to its use of the undefined phrase "directed PERSONS". RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. RMG further objects to this Request to the extent it seeks information that is not in the possession, custody or control of this responding party. Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

After reasonable inquiry, the information known by or readily available to RMG is insufficient to enable it to admit or deny this Request.

REQUEST FOR ADMISSION NO. 48:

Admit that EWA was utilizing SMS MESSAGES to direct PERSONS to CashAdvanceDiamond.com and/or MobileCashSource.com prior to PLAINTIFF filing the COMPLAINT in this action.

RESPONSE TO REQUEST FOR ADMISSION NO. 48:

RMG objects to this Request as compound. RMG further objects to this Request as vague

1 and ambiguous, including with regard to its use of the undefined term “utilizing” and undefined
 2 phrase “direct PERSONS”. RMG also objects to this Request as seeking information that is
 3 neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the
 4 discovery of admissible evidence, to the extent that it calls for information not reasonably related
 5 to the SMS text message or text message content identified in the Class Action Complaint in this
 6 matter. RMG further objects to this Request to the extent it seeks information that is not in the
 7 possession, custody or control of this responding party. Additionally, RMG objects to this
 8 Request as not limited as to time period. Subject to and without waiving the foregoing objections
 9 or the Preliminary Statement and the General Objections, which are incorporated herein by
 10 reference, RMG responds as follows:

11 After reasonable inquiry, the information known by or readily available to RMG is
 12 insufficient to enable it to admit or deny this Request.

13 **REQUEST FOR ADMISSION NO. 49:**

14 Admit that Ryan Lenahan was utilizing SMS MESSAGES to direct PERSONS to
 15 CashAdvanceDiamond.com and/or MobileCashSource.com prior to PLAINTIFF filing the
 16 COMPLAINT in this action.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 49:**

18 RMG objects to this Request as compound. RMG further objects to this Request as vague
 19 and ambiguous, including with regard to its use of the undefined term “utilizing” and undefined
 20 phrase “direct PERSONS”. RMG also objects to this Request as seeking information that is
 21 neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the
 22 discovery of admissible evidence, to the extent that it calls for information not reasonably related
 23 to the SMS text message or text message content identified in the Class Action Complaint in this
 24 matter. RMG further objects to this Request to the extent it seeks information that is not in the
 25 possession, custody or control of this responding party. Additionally, RMG objects to this
 26 Request as not limited as to time period. Subject to and without waiving the foregoing objections
 27 or the Preliminary Statement and the General Objections, which are incorporated herein by
 28 reference, RMG responds as follows:

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1 After reasonable inquiry, the information known by or readily available to RMG is
 2 insufficient to enable it to admit or deny this Request.

3 **REQUEST FOR ADMISSION NO. 50:**

4 Admit that Kyle Danna was utilizing SMS MESSAGES to direct PERSONS to
 5 CashAdvanceDiamond.com and/or MobileCashSource.com prior to PLAINTIFF filing the
 6 COMPLAINT in this action.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 50:**

8 RMG objects to this Request as compound. RMG further objects to this Request as vague
 9 and ambiguous, including with regard to its use of the undefined term “utilizing” and undefined
 10 phrase “direct PERSONS”. RMG also objects to this Request as seeking information that is
 11 neither relevant to the parties’ claims or defenses nor reasonably calculated to lead to the
 12 discovery of admissible evidence, to the extent that it calls for information not reasonably related
 13 to the SMS text message or text message content identified in the Class Action Complaint in this
 14 matter. RMG further objects to this Request to the extent it seeks information that is not in the
 15 possession, custody or control of this responding party. Additionally, RMG objects to this
 16 Request as not limited as to time period. Subject to and without waiving the foregoing objections
 17 or the Preliminary Statement and the General Objections, which are incorporated herein by
 18 reference, RMG responds as follows:

19 After reasonable inquiry, the information known by or readily available to RMG is
 20 insufficient to enable it to admit or deny this Request.

21 **REQUEST FOR ADMISSION NO. 51:**

22 Admit that YOU knew that EWA was utilizing SMS MESSAGES to direct PERSONS to
 23 CashAdvanceDiamond.com and/or MobileCashSource.com prior to PLAINTIFF filing the
 24 COMPLAINT in this action.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 51:**

26 RMG objects to this Request as compound. RMG further objects to this Request as overly
 27 broad in its use of the term “YOU”, and as vague and ambiguous, including with regard to its use
 28 of the undefined term “utilizing” and undefined phrase “direct PERSONS”. RMG also objects to

1 this Request as seeking information that is neither relevant to the parties' claims or defenses nor
 2 reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 3 information not reasonably related to the SMS text message or text message content identified in
 4 the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not
 5 limited as to time period. Subject to and without waiving the foregoing objections or the
 6 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 7 RMG responds as follows:

8 Denied.

9 **REQUEST FOR ADMISSION NO. 52:**

10 Admit that YOU knew that Ryan Lenahan was utilizing SMS MESSAGES to direct
 11 PERSONS to CashAdvanceDiamond.com and/or MobileCashSource.com prior to PLAINTIFF
 12 filing the COMPLAINT in this action.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 52:**

14 RMG objects to this Request as compound. RMG further objects to this Request as overly
 15 broad in its use of the term "YOU", and as vague and ambiguous, including with regard to its use
 16 of the undefined term "utilizing" and undefined phrase "direct PERSONS". RMG also objects to
 17 this Request as seeking information that is neither relevant to the parties' claims or defenses nor
 18 reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 19 information not reasonably related to the SMS text message or text message content identified in
 20 the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not
 21 limited as to time period. Subject to and without waiving the foregoing objections or the
 22 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 23 RMG responds as follows:

24 Denied.

25 **REQUEST FOR ADMISSION NO. 53:**

26 Admit that YOU knew that Kyle Danna was utilizing SMS MESSAGES to direct
 27 PERSONS to CashAdvanceDiamond.com and/or MobileCashSource.com prior to PLAINTIFF
 28 filing the COMPLAINT in this action.

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RESPONSE TO REQUEST FOR ADMISSION NO. 53:

RMG objects to this Request as compound. RMG further objects to this Request as overly broad in its use of the term "YOU", and as vague and ambiguous, including with regard to its use of the undefined term "utilizing" and undefined phrase "direct PERSONS": RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not limited as to time period. Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

Denied.

REQUEST FOR ADMISSION NO. 54:

Admit that YOU knew of the existence of the domain www.TwoHourCash.com prior to PLAINTIFF filing the COMPLAINT in this action.

RESPONSE TO REQUEST FOR ADMISSION NO. 54:

RMG objects to this Request as overly broad in its use of the term "YOU". RMG also objects to this Request as seeking information that is neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent that it calls for information not reasonably related to the SMS text message or text message content identified in the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not limited as to time period.

Subject to and without waiving the foregoing objections or the Preliminary Statement and the General Objections, which are incorporated herein by reference, RMG responds as follows:

RMG was aware of a URL www.twohourcash.com prior to the date Plaintiff filed the Complaint at issue in this action. RMG denies the remainder of this request.

REQUEST FOR ADMISSION NO. 55:

Admit that YOU knew of the existence of the domain CashIn2Hrs.com prior to

1 PLAINTIFF filing the COMPLAINT in this action.

2 **RESPONSE TO REQUEST FOR ADMISSION NO. 55:**

3 RMG objects to this Request as overly broad in its use of the term "YOU". RMG also
 4 objects to this Request as seeking information that is neither relevant to the parties' claims or
 5 defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent
 6 that it calls for information not reasonably related to the SMS text message or text message
 7 content identified in the Class Action Complaint in this matter. Additionally, RMG objects to
 8 this Request as not limited as to time period. Subject to and without waiving the foregoing
 9 objections or the Preliminary Statement and the General Objections, which are incorporated
 10 herein by reference, RMG responds as follows:

11 RMG was aware of a URL www.cashin2hours.com prior to the date Plaintiff filed the
 12 Complaint at issue in this action. RMG denies the remainder of this request.

13 **REQUEST FOR ADMISSION NO. 56:**

14 Admit that YOU knew of the existence of the domain www.TwoHourCash.org prior to
 15 PLAINTIFF filing the COMPLAINT in this action.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 56:**

17 RMG objects to this Request as overly broad in its use of the term "YOU". RMG also
 18 objects to this Request as seeking information that is neither relevant to the parties' claims or
 19 defenses nor reasonably calculated to lead to the discovery of admissible evidence, to the extent
 20 that it calls for information not reasonably related to the SMS text message or text message
 21 content identified in the Class Action Complaint in this matter. Additionally, RMG objects to
 22 this Request as not limited as to time period. Subject to and without waiving the foregoing
 23 objections or the Preliminary Statement and the General Objections, which are incorporated
 24 herein by reference, RMG responds as follows:

25 RMG was aware of a URL www.twohourcash.org prior to the date Plaintiff filed the
 26 Complaint at issue in this action. RMG denies the remainder of this request.

27 **REQUEST FOR ADMISSION NO. 57:**

28 Admit that YOU are capable of determining to which URL a PERSON viewing

1 CashAdvanceDiamond.com and/or MobileCashSource.com had been redirected from prior to
 2 arriving at the CashAdvanceDiamond.com and/or MobileCashSource.com domains.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 57:**

4 RMG objects to this Request as compound. RMG further objects to this Request as overly
 5 broad in its use of the term "YOU". RMG also objects to this Request as vague and ambiguous,
 6 including with regard to the undefined phrase "capable of determining" and undefined term
 7 "redirected". RMG further objects to this request to the extent it assumes facts and information
 8 not defined or explained, including the fact that RMG is unable to determine refers unless refers
 9 are enabled by the publisher. RMG also objects to this Request as seeking information that is
 10 neither relevant to the parties' claims or defenses nor reasonably calculated to lead to the
 11 discovery of admissible evidence, to the extent that it calls for information not reasonably related
 12 to the SMS text message or text message content identified in the Class Action Complaint in this
 13 matter. Subject to and without waiving the foregoing objections or the Preliminary Statement and
 14 the General Objections, which are incorporated herein by reference, RMG responds as follows:

15 Denied.

16 **REQUEST FOR ADMISSION NO. 58:**

17 Admit that YOUR instructions to and agreement with EWA did not include an express
 18 prohibition on utilizing SMS MESSAGES.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 58:**

20 RMG objects to this Request as compound. RMG further objects to this Request as overly
 21 broad in its use of the term "YOUR", and as vague and ambiguous, including with regard to the
 22 use of the undefined terms "instructions" and "agreement". RMG also objects to this Request as
 23 seeking information that is neither relevant to the parties' claims or defenses nor reasonably
 24 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 25 information not reasonably related to the SMS text message or text message content identified in
 26 the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not
 27 limited as to time period. Subject to and without waiving the foregoing objections or the
 28 Preliminary Statement and the General Objections, which are incorporated herein by reference,

1 RMG responds as follows:

2 Reach Media Group, LLC admits that the Terms and Conditions to which EWA agreed
3 when joining RMG's network as a publisher and the Insertion Orders into which Reach Media
4 Group, LLC and EWA entered, did not expressly prohibit the use of SMS text messages to
5 distribute Reach Media Group, LLC's uniquely designed advertisements, called RMG's
6 "Creatives". RMG denies the remainder of this Request.

7 **REQUEST FOR ADMISSION NO. 59:**

8 Admit that YOUR instructions to and agreement with Ryan Lanahan did not include an
9 express prohibition on utilizing SMS MESSAGES.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 59:**

11 RMG objects to this Request as compound. RMG further objects to this Request as overly
12 broad in its use of the term "YOUR", and as vague and ambiguous, including with regard to the
13 use of the undefined terms "instructions" and "agreement". RMG also objects to this Request as
14 seeking information that is neither relevant to the parties' claims or defenses nor reasonably
15 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
16 information not reasonably related to the SMS text message or text message content identified in
17 the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not
18 limited as to time period. Subject to and without waiving the foregoing objections or the
19 Preliminary Statement and the General Objections, which are incorporated herein by reference,
20 RMG responds as follows:

21 Reach Media Group, LLC admits that the Terms and Conditions to which Ryan Lenahan
22 agreed when joining RMG's network as a publisher and the Insertion Order into which Reach
23 Media Group, LLC and Lenahan entered, did not expressly prohibit the use of SMS text messages
24 to distribute Reach Media Group, LLC's uniquely designed advertisements, called RMG's
25 "Creatives". RMG denies the remainder of this Request.

26 **REQUEST FOR ADMISSION NO. 60:**

27 Admit that YOUR instructions to and agreement with Kyle Danna did not include an
28 express prohibition on utilizing SMS MESSAGES.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 60:

2 RMG objects to this Request as compound. RMG further objects to this Request as overly
 3 broad in its use of the term "YOUR", and as vague and ambiguous, including with regard to the
 4 use of the undefined terms "instructions" and "agreement". RMG also objects to this Request as
 5 seeking information that is neither relevant to the parties' claims or defenses nor reasonably
 6 calculated to lead to the discovery of admissible evidence, to the extent that it calls for
 7 information not reasonably related to the SMS text message or text message content identified in
 8 the Class Action Complaint in this matter. Additionally, RMG objects to this Request as not
 9 limited as to time period. Subject to and without waiving the foregoing objections or the
 10 Preliminary Statement and the General Objections, which are incorporated herein by reference,
 11 RMG responds as follows:

12 Reach Media Group, LLC admits that the Terms and Conditions to which Kyle Danna
 13 agreed when joining RMG's network as a publisher and the Insertion Order into which Reach
 14 Media Group, LLC and Danna entered, did not expressly prohibit the use of SMS text messages
 15 to distribute Reach Media Group, LLC's uniquely designed advertisements, called RMG's
 16 "Creatives". RMG denies the remainder of this Request.

17
 18 Dated: March 11, 2013

DLA PIPER LLP (US)

19
 20 By: 

ERIN JANE ILLMAN
 VISHALI SINGAL
 Attorneys for Defendant
 REACH MEDIA GROUP, LLC

VERIFICATION


I, Randy Mitchelson, declare as follows:

I am the Chief Marketing Officer of Reach Media Group, LLC and I am authorized to make this verification on behalf of Reach Media Group, LLC.

I have read the foregoing document, Defendant Reach Media Group, LLC's Objections and Responses to Plaintiff David Trindade's First Set of Requests to Admit Facts, and know the contents thereof. I either have personal knowledge that the matters stated therein are true, or I am informed and believe that such matters are true, and on those grounds certify that the same are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 11, 2012, in Atlanta, Georgia.


Randy Mitchelson

PROOF OF SERVICE

I, Keith R. Nesbit, declare:

I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is DLA Piper LLP (US), 555 Mission Street, Suite 2400, San Francisco, California 94105-2933. On March 11, 2013, I served a copy of the within document(s):

**DEFENDANT REACH MEDIA GROUP, LLC'S
OBJECTIONS AND RESPONSES TO PLAINTIFF DAVID
TRINDADE'S FIRST SET OF REQUESTS FOR
ADMISSIONS**



by placing the document(s) listed above in a sealed Delivery Service envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Delivery Service agent for delivery.

Benjamin H. Richman Rafey S. Balabanian Christopher L. Dore Edelson McGuire LLC 350 North LaSalle Street, Suite 1300 Chicago, IL 60654 312 589-6370 Fax: 312 589-6378 brichman@edelson.com rbalabanian@edelson.com cdore@edelson.com	Sean Patrick Reis Edelson McGuire, LLP 30021 Tomas Street, Suite 300 Rancho Santa Margarita, CA 92688 949-459-2124 Fax: 949-459-2123 sreis@edelson.com	Karl S. Kronenberger Jeffrey M. Rosenfeld Virginia A. Sanderson 150 Post Street Suite 520 San Francisco, CA 94108 karl@krinternetlaw.com jeff@krinternetlaw.com ginny@krinternetlaw.com
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I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 11, 2013, at San Francisco, California.



Keith R. Nesbit